

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS, *et al.*,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.

Q BURKE MOUNTAIN RESORT, HOTEL
AND CONFERENCE CENTER, L.P.
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC,

Additional Receivership Defendants

**RECEIVER'S MOTION TO AUTHORIZE
THE REFUND OF PHASE VII INVESTOR FUNDS HELD IN ESCROW**

Michael I. Goldberg, in his capacity as receiver (the "Receiver") of Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites L.P., Jay Peak Hotel Suites Phase II L.P., Jay Peak Management, Inc., Jay Peak Penthouse Suites L.P., Jay Peak GP Services, Inc., Jay Peak Golf and Mountain Suites L.P., Jay Peak GP Services Golf, Inc., Jay Peak Lodge and Townhouse L.P., Jay Peak GP Services Lodge, Inc., Jay Peak Hotel Suites Stateside L.P., Jay Peak Services Stateside, Inc., Jay Peak Biomedical Research Park L.P., AnC Bio Vermont GP Services, LLC (collectively, the "Defendants") and Jay Construction Management, Inc., GSI of Dade County, Inc., North East Contract Services, Inc., and Q Burke Mountain Resort, LLC (collectively, the "Relief Defendants") and Q Burke Mountain Resort, Hotel and Conference Center, L.P. and Q Burke Mountain Resort GP Services, LLC (together, "Additional Receivership Defendants") (the Defendants, Relief Defendants, and Additional Receivership Defendants shall collectively be

referred to as the “Receivership Entities”), by and through undersigned counsel, and pursuant to the Order Granting Plaintiff Securities and Exchange Commission’s Motion for Appointing Receiver, dated April 13, 2016 (the “Order”) [ECF No. 13], respectfully requests that this Court enter an order permitting the Receiver to refund monies held in escrow to those investors who participated in the Alien Entrepreneur Investment Program (described below) by subscribing to the investments offered by Jay Peak Biomedical Research Park, L.P. (“Jay Peak Biomedical”).¹ The Receiver makes this request on behalf of the Phase VII Investors² who still have money in escrow who elect to withdraw their funds, because, as discussed herein, this project may not be realized in the manner represented to the Phase VII Investors in the subscription agreement and none of the Phase VII Investors who do not already have conditional permanent residence status can realistically expect to receive approval to immigrate to this country without Congress changing existing law.

PRELIMINARY STATEMENT

As of the commencement of the receivership, approximately 35 investors in the AnC Bio project had funds in escrow. These funds have remained in escrow through the pendency of the receivership and the Receiver currently holds \$17,858,484.30 in escrow. In light of the fact that the AnC Bio project will not be completed in a manner consistent with the underlying Subscription Agreement (defined below) pursuant to which the Phase VII Investors invested their money, the Receiver believes it is proper to offer these investors the return of the money currently held in escrow in exchange for these investors fully assigning any claims they have against the Receivership Entities and third parties to the Receiver. The Receiver has advised these investors that he is optimistic that Congress may soon amend current EB-5 law to provide relief for investors defrauded in EB-5 projects, including Anc Bio, and that if these investors elect to receive the return of their funds in escrow they most likely will be ineligible for such relief and lose any “grandfather” status they have under the EB-5 visa program. The Receiver believes that it may be prudent for these investors to wait and see if Congress amends the existing EB-5 law to provide them relief. Nevertheless, the Receiver expects many of the

¹ The Jay Peak Biomedical project was expected to produce products that are collectively referred to as the Anc Bio Products in the Subscription Agreement. Subscription Agreement at 3. Accordingly, the Jay Peak Biomedical project is also referred to as AnC Bio.

² Investors in Jay Peak Biomedical Research are collectively referred to as the “Phase VII Investors.” The Phase VII Investors identified in this motion are the only investors that the Receiver has knowledge of at the time of this filing.

investors whose funds are in escrow may desire to receive their escrowed funds and attempt to find another EB-5 project in which to invest.

BACKGROUND

The Complaint and Appointment of A Receiver

1. On April 12, 2016, the Securities and Exchange Commission (“SEC”) filed a complaint [ECF No. 1] in the United States District Court for the Southern District of Florida against the Receivership Defendants, the Relief Defendants, William Stenger (“Stenger”) and Quiros (Quiros and Stenger together with the Receivership Defendants and Relief Defendants are collectively, the “Defendants”), alleging that the Defendants violated the Securities Act of 1933 and the Securities Exchange Act of 1934 by making false or materially misleading representations to immigrant investors.

2. The Receivership Defendants and the Relief Defendants administered investments as a part of the EB-5 Alien Entrepreneur Investment Program discussed below.

3. On April 13, 2016, on the SEC’s Motion for Appointment of Receiver [ECF No. 7], the Court entered an Order [ECF No. 13] appointing Michael I. Goldberg as the Receiver over the Receivership Defendants and the Relief Defendants (the “Receivership Order”).

4. The Order gave the Receiver the authority to take possession of and administer all property and assets of every kind wherever they were located, including those assets held by or belonging to the Receivership Defendants. Receivership Order ¶ 1.

5. The Order also authorized the Receiver to conduct investigations and institute actions and legal proceedings for the benefit of Receivership Defendants’ investors and creditors, including recapturing investor funds that may have been improperly misappropriated or transferred, but which are traceable, directly or indirectly, to the Receivership Defendants’ investors. *Id.* ¶ 2.

6. In addition, to the extent the Receiver deems it necessary, the Receiver is authorized to assume control over and be named authorized signatory over all accounts “at any bank, brokerage firm, or financial institution” regardless of where that institution may be located that had “possession, custody, or control” of assets or funds belonging to the Receivership

Defendants. *Id.* ¶ 7. Accordingly, the Receiver is authorized to assume control of any account containing investor funds held in escrow on behalf of the Receivership Defendants.

7. And, at his discretion, the Receiver may authorize any payment or disbursement that the Receiver deems reasonable and necessary in the discharge of his duties from the assets in his control. *Id.* ¶ 8. This Motion is a proper exercise of the Receiver's judgment and discretion.

Control of the Investor Escrow Accounts is Conferred on the Receiver

8. On the same day that the Receiver was appointed, this Court entered an Order on the SEC's Emergency Motion and Memorandum of Law for Temporary Restraining Order (the "TRO") [ECF No. 4, granted at ECF No. 11].

9. The TRO is consistent with the powers granted to the Receiver to control assets of the Defendants that can be traced to investor funds. Specifically, the TRO restrained all Defendants, including Quiros, from any use or withdrawal of any kind of the assets or property that is to be administered by the Receiver in the discharge of his duties. [ECF No. 11] ¶ III. A.

10. The TRO also required each financial institution identified by the SEC to freeze each account identified by the SEC at that institution that was associated with the Defendants in any way so that no Defendant could dissipate the contents of the account on his, her or its own. *Id.* ¶ III. B.

11. Among the accounts identified by the SEC were escrow accounts holding monies remitted by the Phase VII Investors in furtherance of their subscriptions to the Jay Peak Biomedical project. These funds have been held at People's United Bank, located at 2 Burlington Square, Burlington, Vermont 05401. *Id.* These accounts have been identified as the accounts containing the escrow deposits and administrative fees, deposited by or on behalf of investors in Jay Peak Biomedical.

12. On November 21, 2016, the Court entered a preliminary injunction (the "Preliminary Injunction") [ECF No. 238] that, among other things, maintains the asset freeze and continues the appointment of the Receiver over the Receivership Estate. Preliminary Injunction at 34-38.

The Phase VII Investors

13. The Phase VII Investors participated in the Jay Peak Biomedical project by entering into an Escrow Agreement and executing the Subscription Agreement that, along with the Investor Questionnaire, make up the Offering Memorandum. The Escrow Agreement signed by the Phase VII Investors are attached as “**Composite Exhibit A**.”

14. Under the Escrow Agreement, Jay Peak Biomedical offered each Phase VII Investor the opportunity to become a limited partner in projects undertaken by the partnership.³ Here, the project contemplated by the partnership was a biomedical center (AnC Bio) located in Newport, Vermont. Each investor invested \$500,000 (as required by 8 C.F.R. § 204.6) and paid a \$50,000 administrative fee in order to participate in the project. Escrow Agreement at 1.

15. All deposits are initially placed in escrow. The Escrow Agreement permits an investor to seek a refund of his/her \$10,000 minimum deposit for a period of up to thirty (30) days after payment of the deposit or receipt of the offering, depending on which event occurred last. *Id.* at 2. However, written notice of a refund request is required. *Id.* At its discretion, the general partner may extend the period for an investor to request a refund. *Id.* No other right of refund or procedure to secure a refund is set forth in the Escrow Agreement.

16. Once an investor deposits the full balance of the investment, pays the required administrative fee, and provides the escrow agent with an executed copy of the Subscription Agreement, the escrow deposit is released to the partnership and made available *immediately and irrevocably* for the project. *Id.* at 2 (emphasis added). If any refund is permitted thereafter, it is controlled by the terms of the Subscription Agreement.

17. Although most of the Phase VII Investors’ money was removed from escrow, as of the commencement of the receivership, there was \$17,858,484.30 still be held in escrow. These funds have remained in escrow throughout the receivership. According to People’s Bank’s

³ The specific project undertaken by each partnership, including Jay Peak Biomedical, is outlined in a business plan submitted to U.S. Citizenship and Immigration Services. Once a business plan is approved, the partnership may not deviate from that plan and investors’ funds must be committed to the pursuit of the approved business plan.

and Jay Peak Biomedical's records, the funds are being held in escrow on behalf of the Phase VII Investors in the amounts set forth on "**Exhibit B**."

⁴

18. In order to fully subscribe to the project, an investor must remit the balance of the \$500,000 investment and the \$50,000 administrative fee to People's Bank. Subscription Agreement at 3.⁵ Once an investor has fully subscribed, he/she can seek a refund of the \$500,000 investment (not the administrative fee) if his/her I-526 petition is denied by USCIS (defined below) and he/she seeks a refund within 90 days of denial by a written request to the general partner of Jay Peak Biomedical. *Id.* ¶ (f).⁶ However, if the I-526 is denied due to an investor's fraud or material misrepresentation, no refund is permitted. *Id.*

19. In any event, there is no right of refund where, as here, the Phase VII Investor has a pending I-526 petition that has not been approved or denied. Nor is there a provision that would authorize the Receiver to unilaterally issue refunds to the Phase VII Investors due to USCIS' inaction.

**The Purpose of the Phase VII Investment Was To Participate In
The EB-5 Alien Entrepreneur Investment Program**⁷

20. The purpose of each of the investors' investment into Jay Peak Biomedical was to qualify for conditional permanent residency and an EB-5 visa under the Alien Entrepreneur Investment Program administered by U.S. Citizenship and Immigration Services ("USCIS"). In order to qualify for an EB-5 visa, each investor must file an I-526 petition with USCIS after executing the Jay Peak Biomedical offering documents. USCIS' review and approval of the I-526 petition establishes that the alien entrepreneur is eligible for the EB-5 program.

21. The \$500,000 investment held in escrow on behalf of each Phase VII Investor was a prerequisite to filing an I-526.

⁴ To the extent that interest has accrued on an investors' deposit, that interest is the property of the Receivership Estate and will not be included in the amounts refunded to the Phase VII Investors.

⁵ A true and correct copy of the form of Phase VII Subscription Agreement is attached as **Exhibit C**.

⁶ Investors may also seek refunds in the event that the Regional Center charged with administering the program on behalf of USCIS in a specific geographic area has its operating privileges revoked. However, the Vermont Regional Center has not been subject to any revocation of its ability to operate.

⁷ The requirements for participation in the Alien Entrepreneur Investment Program are taken from 8 C.F.R. § 204.6

22. However, a successful I-526 must also contain verifiable information about the Jay Peak Biomedical business plan in the form of:

(a) Evidence that the Phase VII Investors' investment has been or will be invested in a job creating activity;

(b) Evidence of the specific job creating activity as shown on a comprehensive business plan (or plans) supplied by the partnership; and

(c) Evidence of the specific projects or investments that the partnership has committed the invested funds toward.

23. If an alien entrepreneur fails to provide all of the information set forth above, then his/her application for I-526 approval will be denied. Even if the I-526 is approved and the investor obtains conditional residence based on that approval, that approval is conditioned on evidence presented in the investor's subsequent filings showing that the jobs have been created.

24. Each Phase VII Investor for whom refund authorization is being requested has a pending I-526 petition that has not been approved. However, it is inconceivable that the Jay Peak Biomedical project will be realized in the manner represented to the Phase VII Investors in the Subscription Agreement or the business plan on file with USCIS. Accordingly, unless Congress amends the existing EB-5 laws, it is doubtful that any of the Phase VII Investors who do not yet have conditional residence will be approved by USCIS.

25. In light of the foregoing, the Receiver seeks the entry of an Order permitting the Receiver to provide refund to the specific Phase VII Investors whose money is still held in escrow.

ARGUMENT

A. The Order Appointing the Receiver Permits the Receiver to Determine That Return of the Phase VII Investors' Escrow Is Appropriate

The Receivership Order provides, among other things, that the Receiver may:

Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver's duties.

Order ¶ 8. The Receiver believes it is appropriate to refund the Phase VII Investors' escrow deposits. Indeed, under the circumstances, this is a prudent exercise of the Receiver's judgment and authority. As discussed, the Jay Peak Biomedical project will not be realized as it was initially described due to the fraud of defendants Quiros and Stenger. Accordingly, for reasons discussed below, no Phase VII Investor whose I-526 petition is pending can realistically expect his/her I-526 petition to be approved unless Congress amends existing EB-5 law.

District courts have broad powers and wide discretion to determine relief in an equity receivership. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). "The power of a district court to impose a receivership or grant other forms of ancillary relief . . . derives from the inherent power of a court of equity to fashion effective relief." *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980). Moreover, the "primary purpose of equity receiverships is to promote orderly and efficient administration of the estate by the district court of the benefit of creditors." *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The court may therefore employ "reasonable procedures" to serve this purpose. *Id.*

B. The Receiver Cannot Guarantee A Positive Outcome for the Phase VII Investors

Since his appointment, the Receiver has taken several steps to cure the impact of the consequences of the Defendants' fraud as it relates to the Phase VII Investors. Among other things, the Receiver has: (i) provided comments on pending legislation designed to preserve an EB-5 investor's status in the event of fraud, (ii) explored methods to reallocate the Phase VII Investors to other Jay Peak projects to preserve their investments and the viability of their EB-5 petitions, and (iii) explored plans to realize an alternative version of the originally-proposed project. However, none of these actions can guarantee that a Phase VII Investor will be successful in the immigration process. Instead, each Phase VII Investor is prejudiced because

they are forced to wait and unable to withdraw his/her investment and participate in a new EB-5 project with greater potential for success. Meanwhile, the Receiver cannot guarantee that any of these remedies will be acceptable to USCIS.

To start, the Receiver cannot offer a timetable on when (or if) the proposed legislation will be adopted. The Receiver has credible assurances that the cost to participate in the Alien Entrepreneur Investment Program may increase from \$500,000 to \$800,000 if Congress reauthorizes 8 C.F.R. §204.6, which means that the Phase VII Investors would have to increase their investment contribution by 60% for the same opportunity that was denied here. In addition, because USCIS strictly interprets the regulations governing the EB-5 program, the reallocation of the Phase VII Investors to other job creating entities or the implementation of a new business plan for the Jay Peak Biomedical project is likely to result in the rejection of each Phase VII Investor's pending I-526 petition unless Congress amends the law. Finally, while it is possible that withdrawal from the investment at this early stage of the receivership may forfeit an investor's ability to participate in any later successes that Receiver's efforts may achieve, the timing or likelihood of that success cannot reasonably be predicted. In light of the foregoing, this Court should permit the Receiver to refund the escrow deposits held on behalf of the Phase VII Investors if they request a refund.

C. It Is Equitable to Refund the Phase VII Investors' Escrow Deposits Because the Purpose of the Offering Has Been Frustrated

Under applicable Florida law, "a party is discharged from performing an obligation or contract which is impossible to perform and the party neither assumed the risk of impossibility nor could have acted to prevent the event rendering the performance impossible." *Marathon Sunsets, Inc. v. Coldiron*, 189 So. 3d 235, 236 (citing *Shore Inv. Co. v. Hotel Trinidad, Inc.*, 158 Fla. 682, 29 So.2d 696 (1947); *Ferguson v. Ferguson*, 54 So.3d 553 (Fla. 3d DCA 2011); *Leon Cnty. v. Gluesenkamp*, 873 So.2d 460 (Fla. 1st DCA 2004); *Am. Aviation, Inc. v. Aero-Flight Serv., Inc.*, 712 So.2d 809 (Fla. 4th DCA 1998)). A contract need not be impossible for the doctrine of frustration of purpose to apply, it may also be impracticable. *Hopfenspirger v. West*, 949 So. 2d 1050, 1054 (Fla. 5th DCA 2006). When the purpose of a contract has been frustrated, a court may rescind that agreement. *See Equitrac Corp. v. Kenny, Nachwalter & Seymour*, 493 So. 2d 548 (Fla. 3d DCA 1986) (finding that frustration of purpose renders the terms of a contract unenforceable).

Through no fault of the Phase VII Investors, the Jay Peak Biomedical Project cannot be realized in its current form. More importantly, there is little likelihood that the I-526 petitions filed by the Phase VII Investors can be approved under current law. As the Court noted, the revenue projections set forth in the original and revised offerings for Phase VII lacked any foundation. Preliminary Injunction at 10. Moreover, Phase VII is \$43 million short of the funds that would be required to complete the project and none of the initial steps required e.g., FDA approval of the purported biomedical technology associated with this project, have been undertaken. *Id.* 9-11. As a result, it is nearly impossible for the Phase VII Investors whose money is in escrow to realize any return on their respective investments or gain permanent residency if they continue to participate in Jay Peak Biomedical. So the purpose of the Escrow and Subscription Agreements is frustrated by the Defendants' fraud. *Id.* at 11. Importantly, while the Phase VII Investors remain subject to the terms of the Escrow Agreement, the requirements for the Alien Entrepreneur Investment Program are likely changing, which will result in a substantial increase in the amount of money that must be invested in order to participate in the EB-5 program going forward. Accordingly, the Phase VII Investors will undoubtedly be prejudiced by the Receiver's continued retention of their respective escrow deposits.

Under the circumstances, the Receiver believes that a refund of the escrow deposit is appropriate. In exchange for a refund, each Phase VII Investor who elects to receive a refund will assign any and all claims they have against the Receivership Estate or third parties in connection with their investment in the Jay Peak Biomedical Park (Phase VII) to the Receiver. Accordingly, this Court should find that the purpose of the Escrow and Subscription Agreements has been frustrated by the conduct of the Defendants and authorize the Receiver to issue refunds to the Phase VII Investors who request them.

WHEREFORE, the Receiver respectfully requests that the Court enter an Order: (i) finding that the purpose of the Escrow and Subscription Agreements entered into by the Phase VII Investors has been frustrated; (ii) rescinding the Escrow and Subscription Agreements executed by each Phase VII Investor whose investment funds are still in escrow, (iii) permitting the Receiver to enter into agreements to refund the escrow deposits held at People's United Bank to the Phase VII Investors, and (iv) for such other and further relief as this Court deems appropriate.

Dated: January 13, 2017

Respectfully submitted,

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Receiver

CERTIFICATE OF GOOD FAITH CONFERENCE

Pursuant to Local Rule 7.1(a)(3), counsel for the Receiver has conferred with counsel for the parties. Counsel for Defendant Quiros takes no position on the motion at this time. Counsel for Defendant Stenger has no objection.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on January 13, 2017 via the Court's notice of electronic filing on all CM/ECF registered users entitled to notice in this case as indicated on the attached Service List.

By: /s/ Naim S. Surgeon

Naim S. Surgeon, Esq.

SERVICE LIST

1:16-cv-21301-DPG Notice will be electronically mailed via CM/ECF to the following:

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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\$40,000 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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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.J. ALLSOFF 5 RECTORY LANE



(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.

A handwritten signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

THE INVESTOR (Dated 27-11-2015)

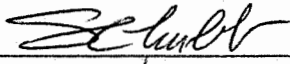


(signature)

Print Name: Ben John Aisop

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 11/30/15)

BY 

Name: SIMONA CHUBB
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.

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\$35,000 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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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.

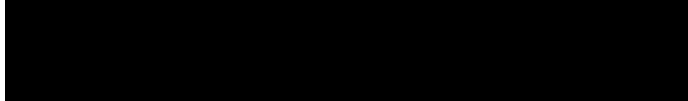
(b) In the event Escrow Agent becomes involved in litigation in connection with this Agreement, the Investor and Limited Partnership agree to jointly and severally indemnify and hold the Escrow Agent harmless from all losses, costs, damages, expenses, liabilities, judgments and reasonable attorney's 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:

BRIAN G. BEXTON



(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 06/02/2015)

Brian G. Bexton

(signature)

Print Name: BRIAN G. BEXTON

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 06/05/15)

BY Simon Chubb

Name: SIMONA CHUBB

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.

Chenghan ZOU

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Chenghan ZOU, 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:
Chenghan ZOU



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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 07/18/2015)

Chenghan Zou
Signature 在此签字↑

Print Name: Chenghan ZOU

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 09/01/2015)

BY Simon Chubb

Name: SIMONA CHUBB
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.



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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

Chunling Liu

(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 01/18/2015)

(X) Chunling Liu
(signature)

Print Name: CHUNLING LIU

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 01/26/15)

BY [Signature]
Name: SIMONA CHUBB
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 ARE EACH A THIRD PARTY BENEFICIARY.

Yan ZHANG

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between Yan ZHANG, 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:

Yan ZHANG

[Redacted signature block with three horizontal lines]

With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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 06/16/2015)

Yan Zhang
Signature 在此签字↑

Print Name: Yan ZHANG

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 07/20/15)

BY Simon Hubb

Name: SIMONA HUBB

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.

Fangming LIU

[杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Fangming LIU, 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.

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(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:
Fangming LIU



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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.

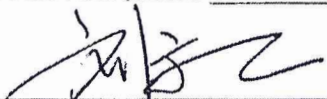
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 01/26/2016)



Signature 在此签字↑

Print Name: Fangming LIU

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 03/03/16)

BY 

Name: SIMONA CHUBB

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.

Feng QIN

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between Feng QIN, 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.

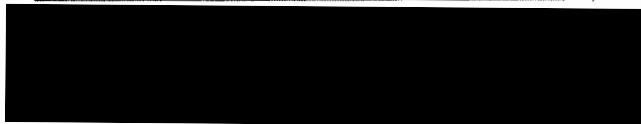
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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:
Feng QIN



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

- (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 10/13/2015)



Signature 在此签字

Print Name: Feng QIN

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 12/07/15)

BY 

Name: SIMONA CHUBB
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.

Guangyi XIONG

[杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Guangyi XIONG, 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:
Guangyi XIONG



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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.

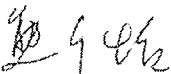
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 03/09/2016)



Signature 在此签字↑

Print Name: Guangyi XIONG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 03/16/16)

BY 

Name: SIMONA CHUBB
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.

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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

Le Thi van Thao



(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 8/22/2014)

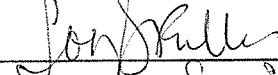


(signature)

Print Name: LE THI VAN THAO

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 9.17.14)

BY 

Name: Song S Fuller
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 ARE EACH A THIRD PARTY BENEFICIARY.

Lingjiao FU _____

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Lingjiao FU _____, 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:

Lingjiao FU



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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.

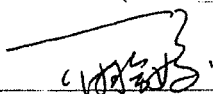
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 09/17/2015)



Signature 在此签字

Print Name: Lingjiao FU

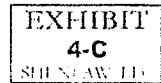
THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 09/30/2015)

BY 

Name: SIMONA CHUBB
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.



Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between the undersigner 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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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:

Luis Hernandez Briceno



(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.

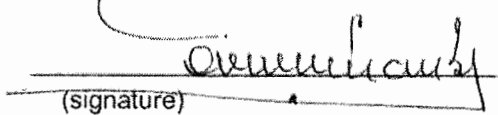
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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.

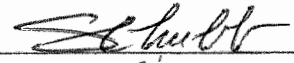
THE INVESTOR (Dated 6/10/2015)


(signature)

Print Name: LUIS HERNANDEZ

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 06/11/15)

BY 
Name: SIMONA CHUBB

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.

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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

JACK FINKELMAN



(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 07/10/14)

[Signature]
(signature)

Print Name: Miguel Romero

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 7/10/14)

BY [Signature]
Name: Jon Stull
Duly Authorized Agent

STATE OF VERMONT
CHITTENDENCOUNTY, SS

At Burlington, Vermont, this 10th day of July, 2014, personally appeared Jon Stull, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/~~her~~ free act and deed, and the free act and deed of People's United Bank.

Before me, [Signature]
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.

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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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:

Hanh Vu



(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.

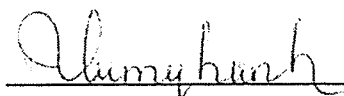
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 7/6/15)


(signature)

Print Name: MY HANH VU

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 07/08/15)

BY 
Name: SIMONA CHUBB
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.

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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

Phong Nguyen



(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 08/11/2014)

[Signature]
(signature)

Print Name: NGUYEN THIANH PHONG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 9.17.14)

BY [Signature]
Name: John Stiller
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington, Vermont, this ____ day of _____, 201_, personally appeared _____, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/her free act and deed, and the free act and deed of People's United Bank.

Before me, _____
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.

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\$35,000 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\$ 500,000 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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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.

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(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:
Oscar Pinochet



- (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

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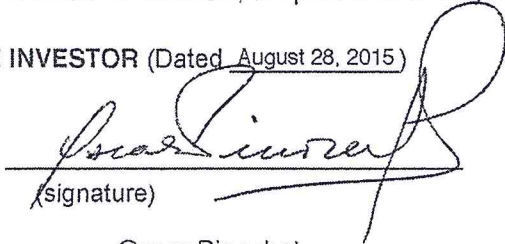
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 August 28, 2015)


(signature)

Print Name: Oscar Pinochet

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 09/01/2015)

BY 

Name: SIMONA CHUBB

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.

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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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:

PAULO ROGERIO DE MORAIS MACHADO



(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.

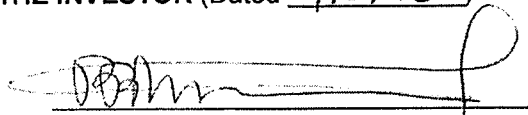
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 9/2/15)



(signature)

Print Name: Paulo Rogeiro Demoraes Machado

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 09/08/2015)

BY SC Hubb

Name: SIMONA CHUBB

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.

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").

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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.

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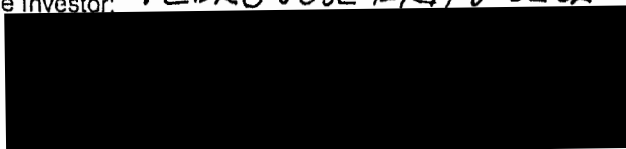
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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.

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(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: *PEDRO JOSE BRITO LEON*



(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.

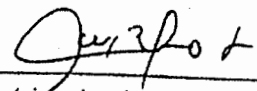
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 6/19/2015)


(signature)

Print Name: Pedro Jose Brito Leon

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 7-1-15)

BY 

Name: Gail Archambault
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.

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,

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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.

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(a) If to the Investor:

Phan Le Minh

(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
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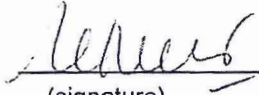
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(d) The terms and provisions of this Agreement may only be amended, modified, waived, superseded or canceled by written instrument executed by both of the parties hereto or, in the case of a waiver, by the party or parties waiving compliance. Notwithstanding 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 20 July 2015)



(signature)

Print Name: PHAN LE MINH

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 09/03/15)

BY 

Name: SIMONA CHUBB

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.

Investor Escrow Agreement

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2 Burlington Square
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Recitals

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B. Purpose of Agreement. The Escrow Agent has been retained by 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.

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\$10,000 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 or



Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

C/O Kieu Anh Do, Esq.
1392 Delaware Pike
Delmar, N.Y 12054

(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 04/12/2014)

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 4-22-14)

[Signature]
(signature)

BY [Signature]
Name: Jeff Kinney
Duly Authorized Agent

Print Name: Quyet Dine Nguyen

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington, Vermont, this 22 day of APRIL, 2014, personally appeared JEFF KINNEY, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/her free act and deed, and the free act and deed of People's United Bank.

Before me, [Signature]
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.

Shubo JIANG

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the “Agreement”) is made by and between Shubo JIANG, 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.

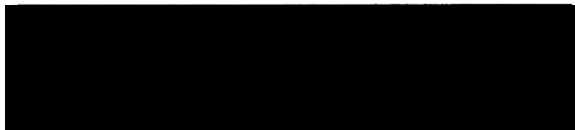
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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:
Shubo JIANG



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

- (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 08/21/2015)

Jiang Shu Bo 姜述博
Signature 在此签字

Print Name: Shubo JIANG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 08/27/2015)

BY Schubb

Name: SIMONA CHUBB

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.

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\$35,000 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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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.

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(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.

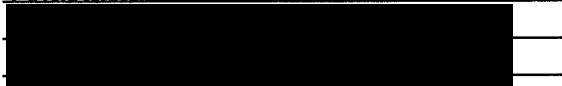
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8. Notices. All notices, instructions and other communications required or permitted to be given hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile or mailed, postage prepaid, registered or certified mail, as follows:

(a) If to the Investor:

Anastasia Bokareva



(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

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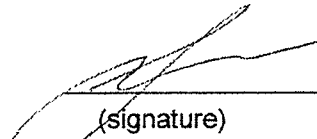
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 08/14/15)



(signature)

Print Name: Anastasis Bokareva

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 08/14/15)

BY 

Name: SIMONA CHUBB
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.

Investor Escrow Agreement

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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 Offering Memorandum of contemporaneous date hereof (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\$25,000 in administrative fees (the "Administrative Fees") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

BERNARDO SANTOS AQUINO
In Care: Redgate Law Office
9510 Tioga Dr. Suite 206
San Antonio, TX 78230

(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.

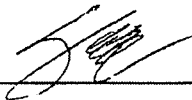
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 12-30-14)



(signature)

Print Name: Bernardo Santos Aquino

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 1-13-15)

BY 

Name: Gail Arshambault
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 ARE EACH A THIRD PARTY BENEFICIARY.

Lijuan CHU

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Lijuan CHU, 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.

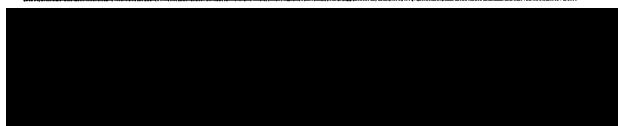
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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:
Lijuan CHU



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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 05/02/2015)


Signature of Investor

Print Name: Lijuan CHU

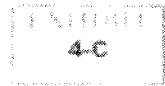
THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 5/28/15)

BY 

Name: SIMONA CHUBB
Duly Authorized Agent

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JAY PEAK BIOMEDICAL RESEARCH PARK L.P. AND ANC BIO VL LLC HAVE ACKNOWLEDGED THE TERMS HEREOF AND EACH IS A THIRD PARTY BENEFICIARY.



Na LÜ

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between _____
Na LÜ _____, 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").

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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.

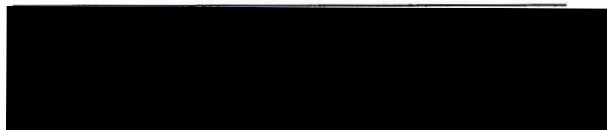
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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.

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(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:
Na LÜ



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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 06/18/2015)

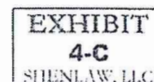


Signature 在此签字↑
Print Name: Na LÜ

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 09/22/2015)
BY 

Name: SIMONA CHUBB
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.



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 Offering Memorandum of contemporaneous date hereof (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\$25,000 in administrative fees (the "Administrative Fees") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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:

SANTIAGO GARZA
In Care of: Redgate Law Office
9510 Tioga Dr. Suite 206
San Antonio, TX. 78230

(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.

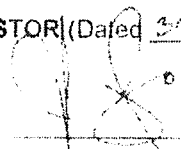
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 30/12/14)



(signature)

Print Name: Santiago Garza

SANTIAGO GARZA

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 1-13-15)

BY 

Name: GARY APPANAMBATTU
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 ARE EACH A THIRD PARTY BENEFICIARY.

Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

Yawen SHANG

Investor Escrow Agreement

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》

THIS INVESTOR ESCROW AGREEMENT (the “Agreement”) is made by and between Yawen SHANG, 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 Offering Memorandum of contemporaneous date hereof (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”) to be paid to AnC Bio Vt LLC (the “Company”) to partially reimburse it for costs it has 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 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.

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\$10,000 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 or Administrative Fees, 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

Exhibit C – Escrow Agreement, Jay Peak Biomedical Research Park L.P.

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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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.

Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

(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.

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(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:

Yawen SHANG



With a copy of each to:

Jianming Shen, Esq.
142 North Court
Roslyn Heights, NY 11577

(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



Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

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 03/10/2015)

商雅夏

Signature 在此签字↑

Print Name: Yawen SHANG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 03/11/15)

BY SC Hubbs

Name: SIMONA CHUBB
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 ARE EACH A THIRD PARTY BENEFICIARY.



Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

Ling ZHANG

Investor Escrow Agreement

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between Ling ZHANG, 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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or Administrative Fees, 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



Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the “Subscription Documents”), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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.

Exhibit C - Escrow Agreement Jay Peak Biomedical Research Park L.P.

(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:

Ling ZHANG



With a copy of each to:

Jianming Shen, Esq.
142 North Court
Roslyn Heights, NY 11577

(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



Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

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 03/11/2015)
Ling ZHANG
Signature 在此签字
Print Name: Ling ZHANG

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 04/14/15)
BY [Signature]
Name: SIMONA GHIBB
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington, Vermont, this ___ day of _____, 201___, personally appeared _____, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/her free act and deed, and the free act and deed of People's United Bank.

M/A

Before me: _____
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.



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) the Investor's I-526 petition getting approved by USCIS, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent from the State of Vermont Regional Center that escrow of any investment funds for the Project is no longer necessary.

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:

QIURUN CHEN

(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.

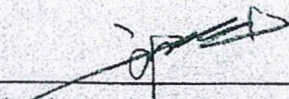
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 9/21/2015)

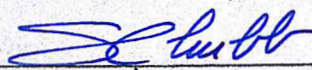
X 

(signature)

Print Name: QIU RUN CHEN

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 09/22/2015)

BY 

Name: SIMONA CHUBB

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.

Chen WANG

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

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2 Burlington Square
Burlington, VT 05401,

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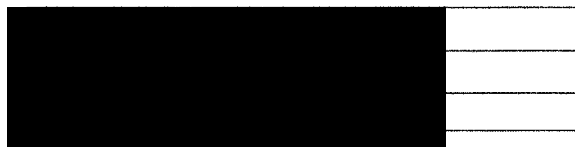
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(c) The Escrow Agent may consult with independent legal counsel in the event of any dispute or questions as to the construction of any of the provisions hereof or its duties hereunder and it shall incur no liability and shall be fully protected in 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.

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(a) If to the Investor:

Chen WANG



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

THE INVESTOR (Dated 05/01/2015)



Signature 在此签字↑

Print Name: Chen WANG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 05/28/15)

BY 

Name: SIMONA CHIBB

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.

Siwei GAO

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

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2 Burlington Square
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(a) If to the Investor:
Siwei GAO

[Redacted address block with horizontal lines]

With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

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(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 07/01/2015)



Signature 在此签字↑

Print Name: Siwei GAO

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 07/13/15)

BY 

Name: SIMONA CHUBB
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.



Tat Ming TSANG

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between
Tat Ming TSANG, 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.

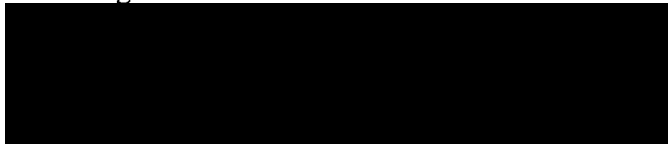
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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:
Tat Ming TSANG



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

(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.

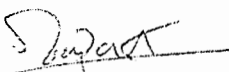
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 10/13/2015)



Signature 在此签字↑

Print Name: Tat Ming TSANG

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 11/10/2015)

BY 

Name: SIMONA CHUBB
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.



Xiao CHEN

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between Xiao CHEN, 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.

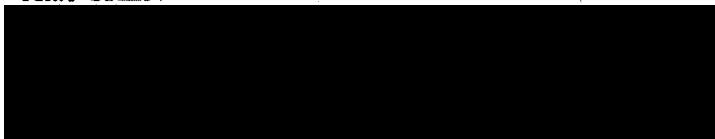
(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should 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:
Xiao CHEN



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

- (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 11/23/2015)



Signature 在此签字

Print Name: Xiao CHEN

THE ESCROW AGENT

PEOPLE'S UNITED BANK (Dated 12/07/15)

BY 

Name: SIMONA CHUBB

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.

Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

Yao LU

Investor Escrow Agreement

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》

THIS INVESTOR ESCROW AGREEMENT (the “Agreement”) is made by and between Yao LU _____, 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 Offering Memorandum of contemporaneous date hereof (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”) to be paid to AnC Bio Vt LLC (the “Company”) to partially reimburse it for costs it has 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 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.

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\$10,000 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 or Administrative Fees, 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

Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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.

Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

(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:

Yao LU
[Redacted]

With a copy of each to:

Jianming Shen, Esq.
142 North Court
Roslyn Heights, NY 11577

(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



Exhibit C – Escrow Agreement Jay Peak Biomedical Research Park L.P.

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.

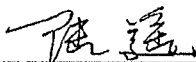
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 02/02/2015)



Signature 在此签字↑

Print Name: Yao LU

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 02/09/15)

BY 

Name: SIMONA CHUBB
Duly Authorized Agent

STATE OF VERMONT
CHITTENDENCOUNTY, SS

At Burlington, Vermont, this ____ day of _____, 201____, personally appeared _____, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/her free act and deed, and the free act and deed of People's United Bank.



Before me: _____
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.



Yusheng ZHANG

杰伊峰生物医学研发园有限合伙公司投资人与大众联合银行《资金托管协议》]

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between Yusheng ZHANG, 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:
Yusheng ZHANG



With a copy of each to:

Jianming Shen, Esq.
1441 Broadway, Suite 3026
New York, NY 10018

- (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.

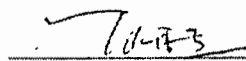
(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(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 06/24/2015)


Signature 在此签字

Print Name: Yusheng ZHANG

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 07/10/15)

BY 

Name: SIMONA CHUBB
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.



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 Offering Memorandum of contemporaneous date hereof (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") to be paid to AnC Bio Vt LLC (the "Company") to partially reimburse it for costs it has 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 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.

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\$10,000 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 or

Administrative Fees, 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 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 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. 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.

4. Release of Escrow Funds to Limited Partnership.

(a) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Minimum Deposit is strictly non-refundable and will automatically be released by the Escrow Agent to the Limited Partnership. Thereafter, 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, and paying the Administrative Fees to the Company.

(b) Notwithstanding the above, at such time that the Investor deposits the balance of the Investment into the Escrow Account, pays the Administrative Fees to the Company and the Escrow Agent receives a copy of the subscription documents executed by Investor and accepted by the Limited Partnership (the "Subscription Documents"), the Escrow Agent shall immediately release all Escrow Funds paid by the Investor to the Limited Partnership, pursuant to the executed Subscription Documents. To the extent any of the Escrow Funds are properly allocated to Administrative Fees, the Escrow Agent shall instead release such portion to the Company.

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 and Company 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.

** Three months

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:

Schiller Law Group, PC
130 W. 42nd Street, Suite#1002
New York, NY 10036

(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 2015-1-29)
[Signature]
(signature)

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated 01/30/15)
BY [Signature]
Name SIMONA CHUBB
Duty Authorized Agent

Print Name: Zhongwei WU

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington, Vermont, this ____ day of _____, 201_, personally appeared _____, a person known to me and a duly authorized agent of People's United Bank, and acknowledged the forgoing instrument to be his/her free act and deed, and the free act and deed of People's United Bank.

Before me, _____
Notary Public
Comm. Exp. 2/10/15 (affix seal here)

Insert notary verification (if required) here:

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 ARE EACH A THIRD PARTY BENEFICIARY.

Jay Peak Phase VII Investors¹**Lee & Lee, PS Cohort**

No.	Investor Name	Date of Execution of Escrow Agreement	Amount Held in Escrow	Date of Receipt of I-526 Petition by USCIS
1	Lijuan Chu	05-02-15	\$500,000.00	07-20-15
2	Ling Zhang	03-11-15	\$500,000.00	07-06-16
3	ShuBo Jiang	08-21-15	\$500,000.00	10-05-15
4	Chen Wang	05-01-15	\$500,000.00	07-10-15
5	Yusheng Zhang	06-24-15	\$500,000.00	09-14-15
6	Na Lu	06-08-15	\$500,000.00	10-05-15
7	Chenghan Zou	07-18-15	\$500,000.00	09-18-15
8	Xiao Chen	11-23-15	\$500,000.00	01-08-16
9	Yan Zhang	06-16-15	\$500,000.00	07-23-15
10	Lingjiao Fu	09-17-15	\$500,000.00	10-26-15
11	Ya Wen Shang	03-10-15	\$500,000.00	05-08-15
12	Fangming Liu	01-26-15	\$500,000.00	03-18-16
13	*Yujian Ren	No Agreement Executed	\$249,961.00	No Petition Filed

¹ The information set forth in this exhibit is taken from the records kept by the Receiver regarding the Phase VII Investors, including bank statements, information provided by USCIS, and copies of each investors' respective Escrow Agreement.

Additional Investors

No.	Investor Name	Date of Execution of Escrow Agreement	Amount Held in Escrow	Date of Receipt of I-526 Petition by USCIS
14	*Luis Hernandez	06-10-15	\$500,000.00	12-11-15
15	Brian Bexton	06-02-15	\$500,000.00	07-28-15
16	Pedro Jose Brito Leon	06-19-15	\$500,000.00	Unknown
17	Siwei Gao	07-01-15	\$500,000.00	08-21-15
18	Anastasia Bokareva	08-14-15	\$500,000.00	Unknown
19	Phan Le Minh	07-20-15	\$500,000.00	Unknown
20	Paulo Rogerio De Morias Machado	09-02-15	\$500,000.00	Unknown
21	Oscar Pinochet	08-28-15	\$500,000.00	Unknown
22	Qiurun Chen	09-21-15	\$500,000.00	Unknown
23	Hanh My Vu	07-06-15	\$500,000.00	Unknown
24	Tat Ming Tsang	10-13-15	\$500,000.00	Unknown
25	Beril John Allsop	11-27-15	\$500,000.00	Unknown
26	Feng Qin	10-13-15	\$500,000.00	Unknown
27	Guangyi Xiong	03-09-15	\$500,000.00	Unknown
28	Le Thi Van Thao	08-22-14	\$500,000.00	04-23-15
29	Miguel Romero	07-06-14	\$500,000.00	06-22-15
30	Thanh Phong Nguyen	08-11-14	\$500,000.00	03-03-15
31	Quyet Dinh Nguyen	04-12-14	\$500,000.00	Unknown
32	Santiago Garza	12-30-14	\$500,000.00	07-06-15
33	Bernard Santos Aquino	12-30-14	\$500,000.00	06-15-15
34	Chunling Liu	01-18-15	\$500,000.00	04-20-15
35	Zhongwei Wu	01-29-15	\$500,000.00	01-30-15
36	Yao Lu	02-02-15	\$500,000.00	03-09-15

Subscription Agreement Jay Peak Biomedical Research Park L.P. - Exhibit A

**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: 021000089

Credit Account #: 0019100316

FBO: Jay Peak Biomedical Research Park L.P.

FFC: Investor’s Name

Subscription Agreement Jay Peak Biomedical Research Park L.P. - Exhibit A

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 minimum¹ 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).

Subscription Agreement Jay Peak Biomedical Research Park L.P. - Exhibit A

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

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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

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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

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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

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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

Subscription Agreement Jay Peak Biomedical Research Park L.P. - Exhibit A

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 _____

Subscription Agreement Jay Peak Biomedical Research Park L.P. - Exhibit A

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

Purchaser Investor Questionnaire Jay Peak Biomedical Research Park L.P. - Exhibit B

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.

January 2015

- 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: _____

Exhibit C

Escrow Agreement