UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS, WILLIAM STENGER, 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 TOWNHOUSES L.P., JAY PEAK GP SERVICES LODGE, INC., JAY PEAK HOTEL SUITES STATESIDE L.P., JAY PEAK GP SERVICES STATESIDE, INC., JAY PEAK BIOMEDICAL RESEARCH PARK L.P., AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

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

Relief Defendants.

PLAINTIFF'S NOTICE OF DECLARATIONS AND EXHIBITS IN SUPPORT OF ITS OPPOSITION TO DEFENDANT ARIEL QUIROS' EMERGENCY MOTION TO MODIFY THE ASSET FREEZE FOR THE HEARING SCHEDULED FOR <u>APRIL 25, 2016</u>

Plaintiff Securities and Exchange Commission hereby gives notices of declarations and

exhibits in support of its opposition to Defendant Ariel Quiros' Emergency Motion to Modify the

Asset Freeze ("Quiros' Motion to Modify Asset Freeze") for the hearing scheduled for April 25,

2016 at 11:00 A.M.

Ex. 2	Jay Peak Hotel Suites Stateside L.P. (Stateside Phase VI) Private Placement Memorandum ¹
Ex. 3	Jay Peak Hotel Suites L.P. (Suites Phase I) Private Placement Memorandum
Ex. 4	Jay Peak Hotel Suites Phase II L.P. (Hotel Phase II) Private Placement Memorandum
Ex. 5	Jay Peak Penthouse Suites L.P. (Penthouse Phase III) Private Placement Memorandum
Ex. 6	Jay Peak Golf and Mountain Suites L.P. (Golf and Mountain Phase IV) Private Placement Memorandum
Ex. 7	Jay Peak Lodge and Townhouses L.P. (Lodge and Townhouses Phase V) Private Placement Memorandum
Ex. 10	Ariel Quiros' Testimony Transcript Volume I
Ex. 11	Declaration of Michelle Lama
Ex. 12	Ariel Quiros' Background Questionnaire
Ex. 13	Ariel Quiros' Testimony Transcript Volume II
Ex. 20	William Stenger Testimony Transcript Volume II
Ex. 22	Declaration of Michael S. Pieciak
Ex. 30	Declaration of Mark Dee
Ex. 32	William Stenger Testimony Transcript Volume I
Ex. 42	Joel Burstein's Testimony Transcript
Ex. 56	Jay Peak Biomedical Research Park (Biomedical Phase VII) PPM

¹ The below exhibits numbered between 2 through 76 were filed as Exhibits to the Commission's Emergency *Ex Parte* Motion and Memorandum of Law for Temporary Restraining Order, Asset Freeze, and Other Relief ("TRO Motion") (DE 4) and were electronically filed as Exhibits to the Commission's Notice of Electronically Filing Exhibits to SEC's TRO Motion. [*See* DE 46].

- Ex. 57 Jay Peak Biomedical Research Park (Phase VII Revised) PPM
- Ex. 58 Declaration of Saint-Sauveur Valley Resorts, Inc.
- Ex. 59 February 6, 2009 Credit Agreement
- Ex. 60 October 1, 2010 Credit Agreement
- Ex. 61 February 10, 2011 Credit Agreement
- Ex. 62 August 25, 2011 Credit Agreement
- Ex. 63 February 28, 2012 Credit Agreement
- Ex. 64 August 5, 2013 Credit Agreement
- Ex. 66 Report of Jan Jindra, Ph.D.
- Ex. 68 Land Appraisal
- Ex. 69 Purchase and Sale Agreement Between GSI and Biomedical Phase VII
- Ex. 70 Purchase by GSI
- Ex. 71 JCM invoices
- Ex. 72 JCM Business Deposit Account Application to Citibank
- Ex. 76 Declaration of Gregory W. MacCordy
- Ex. 89 Updated Declaration of Mark Dee, attached hereto.
- Ex. 90 Declaration of Michael Goldberg, attached as Exhibit A to the SEC's Response to Quiros' Motion to Continue Preliminary Injunction Hearing (DE 50)
- Ex. 91 Declaration of Michael Goldberg, attached as Exhibit A to the SEC's Response to Quiros' Motion to Modify Asset Freeze (DE 64)
- Ex. 92 Declaration of Richard Berkowitz, attached as Exhibit B to the SEC's Response to Quiros' Motion to Modify Asset Freeze (DE64)
- Ex. 93 Declaration of Robert K. Levenson, attached as Exhibit C to the SEC's Response to Quiros' Motion to Modify Asset Freeze (DE 64)
- Ex. 94 Sources and Uses of Funds for Phases I through VII, attached hereto Respectfully submitted,

April 25, 2016

By:<u>s/ Christopher E. Martin</u> Christopher E. Martin, Esq. Senior Trial Counsel SD Fla. Bar No. A5500747 Direct Dial: (305) 982-6386 Email: <u>martinc@sec.gov</u>

By: <u>s/Robert K. Levenson</u> Robert K. Levenson, Esq. Senior Trial Counsel Florida Bar No. 0089771 Direct Dial: (305) 982-6341 Email: <u>levensonr@sec.gov</u>

Attorneys for Plaintiff SECURITIES AND EXCHANGE COMMISSION 801 Brickell Avenue, Suite 1800 Miami, Florida 33131 Telephone: (305) 982-6300 Facsimile: (305) 536-4154

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 25, 2016, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

<u>s/Christopher E. Martin</u> Christopher E. Martin, Esq. Case 1:16-cv-21301-DPG Document 66 Entered on FLSD Docket 04/25/2016 Page 5 of 6

SERVICE LIST

SEC v. Ariel Quiros, et al. Case No. 16-CV-21301-GAYLES

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DECLARATION OF MARK DEE

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

- 1. My name is Mark Dee. I am over twenty-one years of age and have personal knowledge of the matters set forth herein.
- I am employed as an Accountant with the United States Securities and Exchange Commission (the "Commission"). I am also a retired state police lieutenant of a fraud unit and a Certified Fraud Examiner.
- 3. Amounts referred to in this Declaration are approximate and have been rounded.
- 4. As part of my duties as an Accountant with the Commission, I was asked to examine the flow of funds of seven offerings of limited partnership interests, all connected to Jay Peak, Inc. ("Jay Peak"), a Vermont ski resort that is wholly owned by Miami-based Q Resorts, Inc. ("Q Resorts"). Ariel Quiros is the owner of Q Resorts and the chairman of Jay Peak, and William Stenger is the president and CEO of Jay Peak. All seven of the limited partnerships were offered and sold pursuant to the U.S. Citizenship and Immigration Services' EB-5 Immigrant Investor Program ("EB-5 Offering"), which allows foreign investors to obtain permanent residency by investing in U.S. businesses and creating a specified number of U.S. jobs. The offering documents for each of the seven EB-5 Offerings contained a detailed description how the project sponsor is to use investor funds and how much the project sponsor is supposed to contribute to the project ("Sources and Uses of Funds").¹
- 5. As part of my analysis, I was asked to determine whether investor funds raised from one EB-5 Offering were Co-Mingled² with investor funds from other EB-5 Offerings. Moreover, I was asked to determine whether investor funds from the seven EB-5 Offerings were used in a manner inconsistent with the EB-5 Offerings' Sources and Uses of Funds, whether to personally enrich Quiros or any of his companies or for other purposes.
- 6. Moreover, as part of my analysis, I was asked to determine based on the costs estimates from the Sources and Uses of Funds whether the project sponsor will have enough funds to complete the last two EB-5 Offerings. In addition, I was asked to analyze four margin loans and determine the amount of funds that were used to pay interest on the margin loans.

² The term "Co-Mingled" means that investor funds from one EB-5 Offering are combined with investor funds from another EB-5 Offering or Offerings.



¹ The Sources and Uses of Funds for all seven EB-5 projects is attached as Exhibit ("Ex.") OO.

Lastly, I was asked to quantify the number of investors that might be affected from possible shortages, which may prevent their projects from being completed.

I. SUMMARY OF MY FINDINGS

A. Co-Mingling of Investor Funds

- 7. Through the attached exhibits, I documented repeated instances where investor funds from each of the EB-5 Offering were Co-Mingled with the funds from other EB-5 Offerings or Offerings. Funds from multiple projects were Co-Mingled in numerous ways, such as: (a) placing the funds of one EB-5 project in the account of another EB-5 project; (b) sending multiple project funds to non-segregated pooled accounts (that were held in the name of related entities of Quiros, such as Jay Peak, Q Resorts, GSI of Dade County, Inc. ("GSI"), and Jay Construction Management, Inc. ("JCM"); and (c) sending funds from multiple projects to margin loans Quiros secured from a Florida-based broker-dealer Raymond James, Inc. In total, I documented more than \$350 million of investor funds that were Co-Mingled.
- 8. Moreover, in the seven EB-5 Offerings I analyzed investor funds frequently flowed in a circular and roundabout manner between various accounts and entities. These transfers often lacked economic substance. The circular nature of these transfers meant that the same original investment dollar might circulate through numerous accounts, owned by several different entities, a number of times before it was spent. For example, an investment dollar might be placed in an account under the name of one partnership, then transferred several times into accounts belonging to several different entities, then transferred back to original partnership account. This process might occur more than once with the same dollar.
- 9. The circular and roundabout manner in which funds flowed between the various EB-5 Offerings explains why the total amount Co-Mingled will sometimes exceed the amount raised, since the same dollar was sometimes Co-Mingled several times.

B. Uses of Investor Funds Inconsistent with the Sources and Uses of Funds

10. Through the attached exhibits, I documented repeated instances where investor funds from each of the seven EB-5 Offerings were used in ways inconsistent with the detailed statements of how they were to be used in the Sources and Uses of Funds. This occurred in numerous ways, such as: (a) funds from one EB-5 project being spent on another EB-5 project; (b) funds from one EB-5 project being used to pay investor returns in other EB-5

projects; (c) sending funds from multiple EB-5 projects to margin loans (margin loans were not listed as an allowed use under the Sources and Uses of Funds); and (d) Quiros using project funds to benefit himself and related entities by using funds from three projects. In total, I documented more than \$200 million of investor funds that were used in ways inconsistent with the Sources and Uses of Funds.³

C. Quiros Used Investor Funds to Benefit Himself and Related Entities and In a <u>Manner Inconsistent with the Sources and Uses of Funds</u>

11. Through the attached exhibits, I documented numerous additional instances where investor funds from three of the seven EB-5 Offerings were used by Quiros to benefit himself or related entities and in a manner inconsistent with the Sources and Uses of Funds. Quiros used funds from three projects in this way to benefit himself and related companies, among other things, (a) acquire Jay Peak, (b) pay his and a related entity's taxes; (c) purchase a Trump Tower condominium, located in New York City; and (d) acquire Burke Mountain Resort, LLC ("Burke Mountain Resort"). In total, in connection with the first two projects and the last project, I documented approximately \$49 million of investor funds Quiros used in a manner inconsistent with the Sources and Uses of Funds specifically to benefit himself and related companies.⁴

D. Shortages

12. Based on the costs estimates from the Sources and Uses of Funds and my review of account statements, the project sponsor will not have enough funds to complete the last two EB-5 Offerings. In total, the project sponsor needs, even if last project becomes fully subscribed and all investor contributions are released from the last project's escrow account, approximately \$69 million to complete the last two phases.

II. OVERVIEW OF THE SEVEN EB-5 OFFERINGS

 Per their respective offering memorandums, the seven EB-5 offerings can raise a total of \$392 million, excluding administrative fees. The seven offerings are: (1) Jay Peak Suites

³ In addition, I document nearly \$2.5 million of funds being used to pay interest on four margins loans. *See* attached Ex. XX.

⁴ I also documented more than \$34.5 million of fees being taken out of the middle phases (phases III through VI). *See* attached Ex. YY. In addition, to the investor funds that were used to purchase Jay Peak from Phases I and II, I document nearly \$11 million of additional fees taken out of Phases I and II. See Ex. ZZ.

L.P. Offering ("Phase I") that raised \$17.5 million, excluding administrative fees, from 35 EB-5 investors;⁵ (2) Jay Peak All Suite Hotel & Ancillary Projects ("Phase II") that raised \$75 million, excluding administrative fees, from 150 EB-5 investors; (3) Jay Peak Penthouse Suites LP ("Phase III") that raised \$32.5 million, excluding administrative fees, from 65 EB-5 investors; (4) Jay Peak Golf and Mountain Suites L.P. ("Phase IV") that raised \$45 million, excluding administrative fees, from 90 EB-5 investors; (5) Jay Peak Lodge and Townhouses L.P. ("Phase V") that raised \$45 million, excluding administrative fees, from 90 EB-5 investors; (6) Jay Peak Hotel Suites Stateside L.P. ("Phase VI") that raised \$67 million, excluding administrative fees, from 134 EB-5 investors; and (7) Jay Peak Biomedical Research and Development Center L.P. ("Phase VII") that is offering to raise \$110 million, excluding administrative fees, from 220 EB-5 investors. In total, this offering has raised approximately \$92.5 million, excluding administrative fees, from approximately However, approximately \$9.5 million has been returned to 185 EB-5 investors. approximately 19 EB-5 investors. Hence, the total net amount raised in Phase VII, excluding administrative fees, is approximately \$83 million from approximately 166 EB-5 investors.6

14. As of September 30, 2015, the net amount raised from the seven EB-5 offerings is approximately \$367 million, excluding administrative fees. The first six phases have been fully subscribed. As of September 30, 2015, approximately a net amount of \$83 million of the \$110 million that can be raised for the Phase VII has been raised. Stated another way, approximately \$27 million has not been raised for Phase VII.

III. OVERVIEW OF THE FOUR MARGIN LOANS

15. From June 2008 through March 2014, Quiros opened and closed four margin loans. These margin loans were used for a variety of purposes, including paying costs for various Phases and paying for items that benefitted Quiros and his related companies.

⁵ For each of these offerings, each investor would usually make a \$500,000 investment into the limited partnership and a separate \$50,000 investment towards payment of administrative fees.

⁶ Of this amount, a net amount of approximately \$69 million has been released to the project sponsor and a net amount of approximately \$14 million remains in escrow and unavailable to the project sponsor. According to the Declaration of Mike Pieciak, the \$14 million in escrow is unavailable to the project sponsor, because the project sponsor has not completed a financial review.

- 16. From June 2008 through February 2009, Quiros created the first margin loan ("Margin Loan I") that was backed by assets purchased with investor funds. He also created the second margin loan ("Margin Loan II") that was backed by assets purchased with investor funds. Both margin loans were held at Raymond James brokerage.⁷
- 17. In February 2009, the balances of Margin Loan I and Margin Loan II totaled \$23.8 million. Quiros transferred this amount to a newly created third margin loan ("Margin Loan III") that was also held at Raymond James. Quiros pledged Phases I and II investor funds (and a Jay Peak account) as security for Margin Loan III.⁸ Eventually, Margin Loans I and II were closed. In October 2010, Quiros modified the agreement by pledging Phases II and III investor funds (and accounts of Jay Peak and Q Resort) as security for Margin Loan III.⁹ In February 2011, Quiros made another modification and pledged Phases III and IV investor funds (and accounts of Jay Peak and Q Resort) as security for Margin Loan III.¹⁰ In August 2011, Quiros made another modification and pledged Phases III-V investor funds (and accounts of Jay Peak and Q Resort) as security for Margin Loan III.¹¹
- 18. Starting in February 2009, Quiros used a net amount of more than \$105 million of investor funds from Phases I-V towards paying down Margin Loan III. See attached Exs. B, D, E, I, K, and O. However, because from February 2009 through February 2012, Quiros placed approximately \$120 million of expenditures on Margin Loan III, in February 2012, Margin Loan III still had a balance of more than \$23 million.
- 19. On February 24, 2012, at Quiros direction \$23.4 million (at least \$22.4 million of this amount was derived from investor funds) from a Q Resorts account held at Raymond James to pay off nearly all of the remaining Margin Loan III balance. *See* attached Exs E and U.
- A few days later, on February 28, 2012, Quiros opened a fourth margin loan ("Margin Loan IV") at Raymond James. Quiros initially pledged investor funds from Phases V and VI as

⁷ See June 18, 2008 Credit Agreement, attached as Ex. PP.

⁸ See February 6, 2009 Credit Agreement, attached as Ex. QQ.

⁹ See October 1, 2010 Credit Agreement, attached as Ex. UU.

¹⁰ See February 10, 2011 Credit Agreement, attached as Ex. VV.

¹¹ See August 25, 2011 Credit Agreement, attached as Ex. WW.

security for Margin Loan IV.¹² In August of 2013, Quiros added as security to Margin Loan IV investor funds from Phase VII and the company accounts of JCM and Q Resorts.¹³

- 21. From February 2012 through March 2014, Quiros used a net amount of approximately \$6.5 million of investor funds from Phases V-VI towards paying down Margin Loan IV. See attached Exs. P & S. However, because from February 2012 through March 2014, Quiros placed approximately \$25.5 million of expenditures on Margin Loan IV, in in March 2014, Margin Loan IV still had a balance of approximately \$19 million.
- 22. On March 5, 2014, at Quiros direction approximately \$19 million (essentially, this entire amount came from investor funds) was transferred to Margin Loan IV, which paid off nearly all of the remaining Margin Loan IV balance. *See* attached Ex. W.¹⁴

IV. USE OF FUNDS FROM THE SEVEN EB-5 OFFERINGS

A. <u>Phase I – the \$17.5 Million Jay Peak Suites Offering</u>

- 23. Quiros used a vast majority of the \$17.5 million raised from Phase I investors in a way to benefit himself or related entities and in a manner inconsistent with the Phase I Sources and Uses of Funds.
- 24. As demonstrated by the declaration of Michelle Lama, Quiros used approximately \$12.4 million of Phase I investor funds from June through September 2008 to have Q Resorts purchase Jay Peak. At the time of the acquisition the Phase I Offering was fully subscribed and had raised approximately \$17.5 million. Hence, at a maximum if the project was fully completed, the project sponsor would have been allowed to take for its own use approximately \$4.3 million of the \$17.5 million invested into the project.¹⁵ However, at the time of the June 2008 acquisition of Jay Peak, the \$1.8 million from the land sale had not yet been earned, because the land had not been sold to the limited partnership. Additionally, based on information provided by the State of Vermont, Jay Peak had spent approximately

¹² See February 28, 2012 Credit Agreement, attached as Ex. RR.

¹³ See August 5, 2013 Credit Agreement, attached as Ex. SS.

¹⁴ I note that in total approximately \$2.5 million of margin loan interest was paid on Margin Loans I-IV from June 2008 through March 2014. See attached Ex. XX.

¹⁵ The \$4.3 million amount is derived from the following: (a) \$1.9 million in developer fees; (b) \$.6 million for cost overruns; and (c) \$1.8 million from land - net cost to limited partnership. *See* Phase I Offering at p. 66 (Sources and Uses of Investor Funds).

\$400,000 on construction, so the project sponsor would have earned only about \$60,000 of developer and contingent fees¹⁶ Hence, Quiros used more than \$12.3 million in Phase I investor funds in a manner inconsistent with the Phase I Sources and Uses of Funds to directly benefit himself by using the money for Q Resorts to purchase Jay Peak.

25. In addition, Quiros Co-Mingled and used a net amount of \$2.2 million of Phase I investor funds¹⁷ (from a Phase I Account) towards payment of the Margin Loan III. Using the funds towards payment of a margin loan was inconsistent with the Phase I Sources and Uses of Funds, since the Phase I Sources and Uses of Funds did not allow payments to margin loans. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to the Margin Loan III.

B. Phase II - the \$75 Million Jay Peak Hotel Offering

- 26. Quiros Co-Mingled and used a substantial amount of Phase II investor proceeds that had been raised at the time of the acquisition of Jay Peak in manner inconsistent with the Sources and Uses of Funds document for Phase II and in a way to benefit Quiros or his related entities.
- 27. As demonstrated by the declaration of Michelle Lama, Quiros used approximately \$9.5 million of Phase II investor funds from June through September 2008 to have Q Resorts purchase Jay Peak. Through September 2008, the Phase II EB-5 Offering had raised approximately \$15 million from investors. However, at the time of acquisition, work had not begun on Phase II and the land the project developer was selling to Phase II had not been sold.¹⁸ Accordingly, the project sponsor would not have been entitled to any fees. Hence at the time of the acquisition of Jay Peak, Quiros used the \$9.5 million in Phase II investor funds in a way to benefit him or related entities and in a manner inconsistent with the Phase II Sources and Uses of Funds to purchase Jay Peak.

¹⁶ The warranty deed for the land sale was not executed until late December 2009. *See* attached Exhibit A, Phase I Warranty Deed, executed on December 29, 2009 and received for recording on December 30, 2009.

¹⁷ See attached Ex. B.

¹⁸ In fact, the warranty deed was not executed until many years later. *See* attached Ex. C, Phase II Warranty Deed, executed on September 16, 2013 and received for recording on October 15, 2013.

- 28. Moreover, at Quiros direction a net amount of \$51.6 million of Phase II investor funds from Phase II accounts went towards paying down Margin Loan III.¹⁹ Using investor funds to pay down a margin loan was inconsistent with the Phase II Sources and Uses of Funds, since the Phase II Sources and Uses of Funds did not allow payments to a margin loan. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan III.
- 29. Furthermore, at Quiros direction a net amount of \$4.7 million of Phase II investor were Co-Mingled and used in a manner inconsistent with the Phase II Sources and Uses of Funds when such funds were used for Phase I project costs.²⁰
- 30. Also, at Quiros direction a net amount of approximately \$3 million of Phase II investor funds were used inconsistent with the Phase II Sources and Uses of Funds and Co-Mingled when such funds were used for Phase III project costs.²¹
- 31. Last, at Quiros direction a net amount of \$11.2 million of Phase II investor funds were Co-Mingled by placing them into a Q Resorts account, held at Raymond James (this account also contained investor funds from at least Phase III).²²

C. <u>Phase III – the \$32.5 Million Jay Peak Penthouse Offering</u>

- 32. Nearly all of the investor proceeds from the Phase III were Co-Mingled and used in a manner inconsistent with the Phase III Sources and Uses of Funds.
- 33. Quiros Co-Mingled and used at least a net amount of \$32.5 million of investor funds from the Phase III account held at Raymond James to pay down Margin Loan III.²³ Paying down a margin loan was inconsistent with the Phase III Sources and Uses of Funds, because the Phase III Sources and Uses of Funds did not allow payments to margin loans. These investor funds were Co-Mingled, since Quiros directed transfers of investor funds from numerous partnerships to Margin Loan III.

¹⁹ See attached Ex. D.

²⁰ See attached Ex. F.

²¹ See attached Ex. G.

²² See attached Ex. H.

²³ See attached Ex. I.

34. Furthermore, at Quiros direction a net amount of \$4.5 million of Phase III investor funds were Co-Mingled with investor funds from other phases by placing such funds into a Q Resorts account held at Raymond James (this account also contained investor funds from at least Phase II).²⁴

D. Phase IV - the \$45 Million Jay Peak Golf and Mountain Offering

- 35. A substantial portion of investor funds were Co-Mingled and used in a manner inconsistent with the Phase IV Sources and Uses of Funds.
- 36. At Quiros direction a net amount of approximately \$15.8 million of Phase IV investor funds were used inconsistent with the Phase IV Sources and Uses of Funds and Co-Mingled by paying down Margin Loan III.²⁵ Paying down a margin loan was inconsistent with the Phase IV Sources and Uses of Funds. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan III.
- 37. Additionally, at Quiros direction \$34.3 million of Phase IV funds were Co-Mingled by transferring such funds into a JCM account, held at Raymond James (this account also contained investor funds from other phases).²⁶

E. Phase V - the \$45 Million Jay Peak Lodge and Townhouses Offering

- 38. At Quiros direction nearly all of the Phase V investor funds were Co-Mingled and a substantial amount of such funds were used in a manner inconsistent with the Phase V Sources and Uses of Funds.
- 39. At Quiros direction a net amount of \$25.2 million of Phase V investor funds were Co-Mingled and used towards paying down Margin Loans III and IV and paying off Margin

²⁴ See attached Ex. J.

²⁵ See attached Ex. K.

²⁶ See attached Ex. N.

Loan III.²⁷ Paying down and paying off margin loans is inconsistent with the Phase V Sources and Uses of Funds, because the Phase V Sources and Uses of Funds did not allow payments to margin loans. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan III.

- 40. In addition, a portion of \$2.5 million worth of payments from a JCM account, held at Raymond James, that went towards paying down Margin Loan IV were Co-Mingled and used in a manner inconsistent with the Phase V Sources and Uses of Funds, because a portion of the \$2.5 million was derived from Phase V investor funds.²⁸ Paying down a margin loan was inconsistent with the Phase V Sources and Uses of Funds, because the Phase V Sources and Uses of Funds did not allow payments to margin loans. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan IV. Also, the Phase V Sources and Uses of Funds do not allow payments to margin loans.
- 41. Moreover, at Quiros direction a net amount of \$36 million of Phase V funds were Co-Mingled by transferring such funds into a JCM account, held at Raymond James (this account also contained investor funds from other phases).²⁹

F. Phase VI - the \$67 Million Jay Peak Stateside Offering

- 42. At Quiros direction a substantial portion of the Phase VI investor funds were Co-Mingled and used in a manner inconsistent with the Phase VI Sources and Uses of Funds.³⁰
- 43. At Quiros direction, \$5.8 million of investor funds derived from a Phase VI account at Raymond James were Co-Mingled and used in a manner inconsistent with the Phase VI

²⁷ The \$25.2 million is derived from: (a) a net amount of \$5.6 million of Phase V investor funds from a Phase V account at Raymond James used towards paying down Margin Loan III (*see* attached Ex. O); (b) a net amount of \$4 million of Phase V investor funds from a Phase V account at Raymond James used towards paying down Margin Loan IV (*see* attached Ex. P); and (c) \$16.6 million of investor funds that came from a Phase V account at Raymond James were used to pay off Margin Loan III. [*See* attached Ex. U]. I note that some of the \$16.6 million was derived from investor funds from prior Phases.

²⁸ The source of the \$2.5 million payment was from the JCM Raymond James account that contained highly Co-Mingled investor funds, which primarily came from Phases V and VI. [See attached Ex. S].

²⁹ See attached Ex. T.

³⁰ I also note that I did not see evidence that the project sponsor (Jay Peak) had contributed the \$20 million it was required to contribute to the project according to the Phase VI Source and Use of Funds.

Sources and Uses of Fund, when such funds were used as part of a \$23.4 million pay off of Margin Loan III.³¹ Paying off a margin loan was inconsistent with the Phase VI Sources and Uses of Funds, since the Phase VI Sources and Uses of Funds did not allow payments to a margin loan. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan III.

- 44. In addition, a portion of \$2.5 million worth of payments from a JCM account, held at Raymond James, that went towards paying down Margin Loan IV were Co-Mingled and used in a manner inconsistent with the Phase VI Sources and Uses of Funds, because a portion of the \$2.5 million was derived from Phase VI investor funds.³² Paying down a margin loan was inconsistent with the Phase VI Sources and Uses of Funds, since the Phase VI Sources and Uses of Funds did not allow payments to a margin loan. These investor funds were Co-Mingled, since investor funds from numerous partnerships were transferred to Margin Loan IV.
- 45. Moreover, at Quiros direction, a net amount of \$63 million of Phase VI funds were Co-Mingled by transferring such funds into a JCM account, held at Raymond James (this account also contained investor funds from other phases).³³

G. Phase VII - the \$110 Million Jay Peak Biomedical Offering

- 46. Nearly all of Phase VII investor funds have been Co-Mingled, used to benefit Quiros or his related entities, or used in a manner inconsistent with the Phase VII Sources and Uses of Funds.³⁴
- 47. From Phase VII investor funds, through several transactions, approximately \$29 million of investor funds have been used by Quiros to benefit himself and in a manner inconsistent with the Phase VII Sources and Uses of Funds (while as further described below, the legitimate fees that have been earned by Quiros or his related entities are at best approximately \$2 million):

³¹ *See* Ex. U.

³² The source of the \$2.5 million payment was from the JCM Raymond James account that contained highly Co-Mingled investor funds, which primarily came from Phases V and VI. [See Ex. S].

³³ See attached Ex. V.

³⁴ I also note that I did not see evidence that the project sponsor (AnC Bio Vermont, LLC) had contributed the \$8 million it was required to contribute to the project according to the Phase VII Source and Use of Funds.

- 48. First, Quiros used \$7 million from Margin Loan IV to make a payment to Coltaf Trust to purchase the Q Burke Mountain Resort, and then used approximately \$18.2 million of Phase VII investor funds as part of the \$19 million pay off of Margin Loan IV. Hence, Quiros or his related entities received a \$7 million benefit from these transactions, which were inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow payments to a margin loan.³⁵
- 49. Second, Quiros (or his related entities) used \$2.2 million of Phase VII investor funds to fund \$2.2 million of a \$2.4 million purchase of a Trump Tower condominium. Hence, Quiros or his related entities received at least a \$2.2 million benefit from these transactions, which were inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow payments for Quiros to purchase a Trump Tower condominium.³⁶
- 50. Third, Quiros used approximately \$6 million of Phase VII investor funds to pay his taxes to the IRS from a personal Citibank line of credit, which was collateralized by approximately \$10.7 million of Phase VII investor funds.³⁷ Hence, Quiros or his related entities received at least a \$6 million benefit from these transactions, which were inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow Quiros to use \$6 million of investor funds to pay Quiros taxes or allow him to use \$10.7 million of investor funds as collateral for a personal line of credit.
- 51. Fourth, Quiros used another approximately \$4.2 million of Phase VII investor funds to pay \$4.2 million of \$6.4 million he paid to the State of Vermont and to the IRS for tax liabilities.³⁸ Hence, Quiros or his related entities received at least a \$4.2 million benefit from these transactions, which were inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow Quiros to use \$4.2 million of investor funds to pay taxes.

³⁵ See attached Ex. W.

³⁶ See attached Ex. X.

³⁷ See attached Exs. Z, MM & NN.

³⁸ The total \$6.4 million of tax payments came from a JCM account, held at Raymond James, which contained highly Co-Mingled funds from Phases VI and VII. *See* attached Ex. AA.

- 52. Fifth, Quiros or his related entities received \$5.5 million of \$7.9 million of Phase VII investor funds that was paid to North East Contract Services, Inc. ("NECS") for purported Construction Supervision costs.³⁹ Hence, Quiros or his related entities received at least a \$5.5 million benefit from these transactions, which were inconsistent with the Phase VII Sources and Uses of Funds, since at this time at most approximately \$2 million of Construction Supervision costs have been earned.
- 53. Sixth, a GSI account, held at Raymond James, received an additional \$3.8 million of investor funds for the land that the project sponsor was purportedly going to sell to Phase VII.⁴⁰ Hence, Quiros or his related entities received a \$6 million benefit from this, which is inconsistent with the Phase VII Sources and Uses of Funds, since at this time the land sale has not been recorded.
- 54. In total, from the transactions identified in above paragraphs 48-53, Quiros or his related entities obtained approximately \$29 million of Phase VII investor funds.⁴¹
- 55. As of September 30, 2015, at best approximately \$2 million of fees the project sponsor is entitled to take from Phase VII investor funds, such as construction supervision fees, have been legitimately earned. This offering is not fully subscribed, the recording of the land sale has not taken place, and little construction has taken place. Hence, as further explained below, the amount of construction supervision fees and expenses that have been legitimately earned by the project sponsor are at best approximately \$2 million.⁴²

³⁹ See attached Ex. Y.

⁴⁰ In total, he received \$6 million related to the land, but using a FIFO method approximately \$2.2 million of these funds were used to fund \$2.2 million of a \$2.4 million purchase of a Trump Tower condominium. *See* attached Revised Ex. CC.

⁴¹ See attached Revised Ex. BB.

⁴² Moreover, I note that per the Phase VII Sources and Use of Funds, Construction Supervision Costs of 15% could only be charged on a 63,235,370 category of costs called Biomedical Research Clean Rooms (63,235,370 * .15 = \$9,485,306 of Construction Supervision). In addition, if there were Construction Supervision Expenses, per the Phase VII Sources and Use of Funds, Construction Supervision Expenses of 5% could only be charged on a 63,235,370 category of costs called Biomedical Research Clean Rooms of 5% could only be charged on a 63,235,370 category of costs called Biomedical Research Clean Rooms (63,235,370 * .5 = \$3,161,769 of Construction Supervision Expenses).

Per the Phase VII Sources and Uses of Funds, Construction Supervision Costs and expenses cannot be charged on any other category of costs, such as Land (a \$6 million category), Distribution Rights (a \$10 million category), Other Costs (in the aggregate a \$18,117,556 category), which is made up of the following categories: (a) Design, Architecture, and Engineering (a \$2.1 million category); Parking,

- 56. Furthermore, at Quiros direction \$18.2 million of investor funds derived from a Phase VII account at People's Bank were Co-Mingled and used in a manner inconsistent with the Phase VII Sources and Uses of Proceeds when such funds were used as part of a \$19 million pay off of Margin Loan IV.⁴³ Paying off a margin loan was inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow payments to a margin loan.
- 57. In addition, at Quiros direction approximately \$1.4 million of Phase VII investor funds were Co-Mingled and used in a manner inconsistent with the Phase VII Sources and Uses of Funds, when \$1.4 million from a personal Citibank line of credit was used to pay returns to investors in Phases III-VI. This line of credit is backed by approximately \$10.7 million of Phase VII investor funds.⁴⁴ Hence, at least \$1.4 million was Co-Mingled and used inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow Quiros to use \$1.4 million of investor funds to pay returns to investors in other projects or allow him to use \$10.7 million of investor funds as collateral for a personal line of credit.
- 58. Moreover, at Quiros direction approximately \$3.5 million of Phase VII investor funds were Co-Mingled and used in a manner inconsistent with the Phase VII Sources and Uses of Funds, when \$3.5 million from a personal Citibank line of credit was used to pay Phase VI construction vendors. This line of credit is backed by approximately \$10.7 million of Phase VII investor funds.⁴⁵ Hence, at least \$3.5 million was Co-Mingled and used inconsistent with the Phase VII Sources and Uses of Funds, since the Phase VII Sources and Uses of Funds did not allow Quiros to use \$3.5 million of Phase VII investor funds to pay Phase VI construction costs or allow him to use \$10.7 million of investor funds as collateral for a personal line of credit.

Access Roads, Drainage, and Infrastructure (a \$387,926 category); and Working Capital (a \$15,629,630 category).

⁴³ See attached Ex. DD.

⁴⁴ See attached Ex. EE.

⁴⁵ See attached Ex. FF.

59. Lastly, at Quiros direction a net amount of \$47 million of Phase VII investor funds were Co-Mingled, by placing them into a JCM account, held at Raymond James (this account also contained investor funds from other phases).⁴⁶

1. Uses of the \$69 Million of Phase VII Funds that Have Been Released

- 60. As noted above, through September 30, 2015, a net amount of approximately \$69 million of investor funds, excluding administrative fees, has been released to the project sponsor.⁴⁷ Of this amount, approximately \$10 million has been used to make payments for Phase VII Korean vendors (approximately \$7.8 million), domestic vendors (approximately \$1.9 million), and to State of Vermont agencies (approximately .3 million).⁴⁸ Additionally, through September 30, 2015, \$5.2 million remains in the Phase VII bank accounts.⁴⁹
- 61. Beyond the Phase VII bank accounts, through September 30, 2015, relatively few funds remain in any of the Quiros related entities, such as JCM (total account balances of \$964,716); Q Resorts (total account balances of \$1,573,487); Jay Peak (a total account balance of \$1,246,006); GSI (total account balances of \$628,185); and NECS (a total account balance of \$4,241).⁵⁰

V. SHORTAGES

62. Because of the misuse of investor funds described above, without a substantial infusion of outside capital, Phases VI and VII do not have enough funds to finish ongoing projects. In total, the project sponsor is approximately \$69 million short to complete Phases VI and VII. Approximately \$26 million of the shortage is from Phase VI and approximately \$43 million of the shortage is from Phase VII.⁵¹

⁴⁶ See attached Ex. GG.

⁴⁷ See attached Ex. II. Additionally, approximately \$14 million of Phase VIII investor proceeds remain in an escrow account. *See* attached Ex. JJ.

⁴⁸ See attached Ex. KK. Based on the total amount of project costs actually paid (approximately \$10 million), at best, the project sponsor would be entitled to approximately 20% of this amount (approximately \$2 million of Construction Supervision fees and expenses). However, for any amount of the \$10 million that was spent on Land, Distribution and Marketing Rights, or Other Costs, the project sponsor would not be entitled to charge any Construction Supervision fees on those construction expenses.

⁴⁹ See attached Ex. LL. This \$5.2 million amount does not include the approximate \$14 million of investor funds being held in escrow and has not been released to the project sponsor.

⁵⁰ See Id.

⁵¹ See attached Ex. HH.

- 63. Per the Declaration of Michael S. Pieciak, for Phase VI the project sponsor has completed the Stateside Hotel but still needs to complete the 84 cottages, and build a guest recreational services center and a medical center. However, Phase VI does not have any money to complete the cottages, guest recreational services center, and medical center. The EB-5 Offering is fully subscribed, so no further funds can be raised. The Phase VI bank accounts are basically empty, and JCM and the other Quiros related entities do not have enough funds available to complete Phase VI.⁵² According to the Phase VI Sources and Uses of Funds, the cost of the 84 cottages, medical center, and guest recreational center are estimated to total \$32,039,000, excluding any construction supervision costs. Per the Declaration of Pieciak, only approximately \$6 million has been spent on constructing the 84 cottages as of September 30, 2015 and little to no money has been spent on construction of the medical center and guest recreational center. Hence, as of September 30, 2015, the project sponsor needs approximately \$26 million more to complete Phase VI.⁵³
- 64. Per the Phase VII Sources and Uses of Funds, the developer, excluding the land and any Construction Supervision Costs, needs \$99.3 million to complete the project (this amount is comprised as follows: (a) \$63.2 million from investor funds to pay for the Biomedical Research Clean Rooms; (b) \$10 million from investor funds to pay for the Distribution and Marketing rights; (c) \$18.1 million from investor funds to pay for Other Costs; and (d) an \$8 million contribution from the developer for Certain Infrastructure, Utilities, Sewer and Water expenses). As of September 30, 2015, approximately \$10 million has been paid towards these costs and only \$5.2 million remains in the Phase VII non-escrow accounts. Hence, the project sponsor needs approximately \$84 million to complete the project, and only approximately \$41 million can be raised from new investors and released from the escrow account. The project sponsor is, therefore, short by approximately \$43 million to complete the project.

VI. INVESTORS ARE AFFECTED

65. Approximately 300 investors' applications to USCIS may be affected, who have invested approximately \$150 million. Based on the above, they are at risk, because the projects they

⁵² See Ex. LL.

⁵³ This number may be understated as per the Phase VI Sources and Uses of Funds, the project developer was required to pay \$20 million towards the project. I have not seen evidence of this occurring.

paid for may not get built or completed. For example, approximately 134 investors from Phase VI may be affected, while approximately 166 investors from Phase VII may be affected.

VII. DOCUMENTS RELIED UPON

- 66. In connection with the above analysis I relied upon the following records:
 - a. With respect to account number XXXX0659 in the name of Jay Peak Hotel Suites, LP, at People's United Bank (the "Phase II PUB Account"), account opening documentation, monthly statement, deposited items, checks written and wire/transfer information for the periods of December 2011 and May 2015.⁵⁴
 - b. With respect to account number XXXX0216 in the name of Jay Peak Penthouse Suites, LP, at People's United Bank (the "Phase III PUB Account"), account opening documentation, monthly statement, deposited items, checks written and wire/transfer information for the period of March 2011 through June 2013.⁵⁵
 - c. With respect to account number XXXX7509 in the name of Jay Peak Penthouse Suites, LP, at People's United Bank (the "Second Phase III PUB Account"), account opening documentation, monthly statement, deposited items, checks written and wire/transfer information for the period of March 2012 – April 2012, and May – July 2015.⁵⁶
 - d. With respect to account number XXXX0215 in the name of Jay Peak Golf and Mountain Suites, LP, at People's United Bank, (the "Phase IV PUB Account") account opening documentation, monthly statement, deposited items, checks written and wire/transfer information for the period of May 2011through April 2013 and May – June 2015.⁵⁷
 - e. With respect to account number XXXX0195 in the name of Lodge & Townhouse PUB Account, LP, at People's United Bank (the "Phase V PUB Account"), account opening documentation, monthly statement, deposited items, checks written and wire/transfer

⁵⁷ See Id.

⁵⁴ See attached Composite Ex.TT (Account Opening Documents).

⁵⁵ See Id.

⁵⁶ See Id.

information for the period of January 2011 through January 2014 and May – June 2015.58

- f. With respect to account number XXXX6129 in the name of Jay Peak Hotel Suites Stateside, LP, at People's United Bank (the "Phase VI PUB Account"), account opening documentation, monthly statement, deposited items, checks written and wire/transfer information for the period of January 2012 through January 2014, and May – June 2015.⁵⁹
- g. With respect to account number XXXX6739 in the name of Jay Peak Biomedical Research Park, Stenger, and Quiros, at People's United Bank (the "Phase VII PUB Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of December 2012 through March 2015.⁶⁰
- h. With respect to account number XXXX1736 in the name of Jay Peak at People's United Bank (the "Jay Peak PUB Account"), monthly statements for the period of December 2011through May 2013, May 2015.⁶¹
- With respect to account number XXXX6365 in the name Jay Peak Hotel Suites, LP -1, at Raymond James & Associates, Inc. (the "Phase I RJ Account"), account opening monthly statements, deposited items, wire/transfer items for the period: June 2008 through December 2010.⁶²
- j. With respect to account number XXXX6370 in the name Jay Peak Hotel Suites, LP -2, at Raymond James & Associates, Inc. (the "Phase II RJ Account") account opening documentation, monthly statements, deposited items, wire/transfer items for the period: June 2008 through June 2011.⁶³
- k. With respect to account number XXXX0726 in the name Jay Peak Hotel Suites, LP, Jay Peak Management, Inc., Partner, at Raymond James & Associates, Inc. (the

- ⁶⁰ See Id.
- ⁶¹ See Id.

⁶³ See Id.

⁵⁸ See Id.

⁵⁹ See Id.

⁶² See Id.

"Margin Loan III RJ Account") monthly statements, deposited items, wire/transfer items for the period: February 2009 through July 2012.⁶⁴

- With respect to account number XXXX2589 in the name Jay Peak, Inc., at Raymond James & Associates, Inc. (the "Margin Loan IV RJ Account"), account opening documentation, account opening documentation, monthly statements, deposited items, wire/transfer items for the period February 2012 through March 2014.⁶⁵
- m. With respect to account number XXXX9503 in the name of Jay Peak Penthouse Suites, LP, at Raymond James & Associates, Inc. (the "Phase III RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of December 2010 through June 2013.⁶⁶
- n. With respect to account number XXXX9776 in the name Jay Peak Golf and Mountain Suites, LP, Jay Peak GP Services Golf Inc., Partner at Raymond James & Associates, Inc. (the "Phase IV RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of December 2010 through June 2013.⁶⁷
- With respect to account number XXXX1581 in the name of Jay Peak Lodge & Townhouse LP, Jay Peak GP Services Lodge, Inc., at Raymond James & Associates, Inc. (the "Phase V RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of June 2011 through July 2013.⁶⁸
- p. With respect to account number XXXX3066 in the name of Jay Peak Hotel Suites Stateside, LP, at Raymond James & Associates, Inc. (the "Phase VI RJ Account"), account opening documentation, monthly statement for the period of December 2011 through April 2013.⁶⁹

- ⁶⁶ See Id.
- ⁶⁷ See Id.

⁶⁹ See Id.

⁶⁴ See Id.

⁶⁵ See Id.

⁶⁸ See Id.

- q. With respect to account number XXXX8224 in the name Jay Peak Biomedical Research Park, LP at Raymond James & Associates, Inc. (the "Phase VII RJ Account), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of December 2012 through November 2014.
- r. With respect to account number XXXX4772 in the name Q Resorts at Raymond James & Associates, Inc. (the "Q Resorts RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of June 2008 through March 2014.⁷⁰
- s. With respect to account number XXXX1174 in the name of JCM at Raymond James & Associates, Inc. (the "JCM RJ Account"), account opening documentation, monthly statements, checks written, deposited items, and wire/transfer information for the period August 2011 through November 2014.⁷¹
- t. With respect to account number XXXX1932 in the name of GSI at Raymond James & Associates, Inc. (the "GSI RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of July 2011 through April 2013.⁷²
- u. With respect to account number XXXX7460 in the name of Quiros & Okcha Quiros JT/WROS, at Raymond James & Associates, Inc. (the "Ariel & Okcha Quiros RJ Account"), account opening documentation, monthly statement, deposited items, and wire/transfer information for the period of December 2011 and May 2013.⁷³
- v. With respect to account number XXXX4153 in the name of Jay Peak Biomedical Research Park, LP, at CitiBank N.A. (the "Phase VII Citi Account"), monthly statement, deposited items, and wire/transfer information for the period of March through August 2015.⁷⁴

⁷⁴ See Id.

⁷⁰ See Id.

⁷¹ See Id.

⁷² See Id.

⁷³ See Id.

- w. With respect to account number XXXXX4166 in the name of JCM at CitiBank N.A. (the "JCM Citi Account"), monthly statement, deposited items, and wire/transfer information for the period of March 2015 through June 2015.⁷⁵
- with respect to account number XXXXX5932 in the name of GSI at CitiBank N.A. (the "GSI Citi Account"), monthly statement, deposited items, and wire/transfer information for the period of March through June 2015.⁷⁶
- y. With respect to account number XXXX5314 in the name of Q Resorts at CitiBank N.A. (the "Q Resorts Citi Account"), monthly statement, deposited items, and wire/transfer information for the period of March through June 2015.⁷⁷
- z. With respect to account number XXXXX3359 in the name of Quiros and Okcha Quiros, at CitiBank N.A. (the "Ariel & Okcha Quiros Citi Account"), monthly statement, deposited items, and wire/transfer information for the period of March through June 2015.⁷⁸
- aa. With respect to account number XXXXX2336 in the name of Quiros, GSI at CitiBank
 N.A. (the "Quiros GSI Citi Account"), monthly statement, deposited items, and
 wire/transfer information for the period of March through August 2015.⁷⁹
- bb. With respect to account number XXXXX9424 in the name of JCM at CitiBank N.A. (the "JCM Citi Investment Account"), monthly account statement for the period of March through August 2015.⁸⁰
- cc. With respect to account number XXXXX9770 in the name of Q Resorts at CitiBank N.A. (the "Q Resorts Citi Investment Account"), monthly account statement for the period of March through June 2015.⁸¹

- ⁷⁸ See Id.
- ⁷⁹ See Id.
- ⁸⁰ See Id.
- ⁸¹ See Id.

⁷⁵ See Id.

⁷⁶ See Id.

⁷⁷ See Id.

- dd. With respect to account number XXXXX0032 in the name of Quiros, at CitiBank N.A. (the "Quiros Loan Account"), monthly account statement for the period of March through August 2015.⁸²
- ee. With respect to account number XXXX5553 in the name of JCM, at JP Morgan Chase Bank, N.A. (the "JCM JP Account"), monthly statement, deposited items, and wire/transfer information for the period of May 2014 through January 2015.⁸³
- ff. With respect to account number XXXXX8531 in the name of JCM at HSBC Bank U.S.A., N.A. (the "JCM HSBC Account"), monthly statement, deposited items, and wire/transfer information for the period of August 2011 through January 2015.⁸⁴
- gg. With respect to account number XXXX3534 in the name of JCM at Merrill Lynch, Wealth Management, Bank of America Corporation (the "JCM ML Account"), monthly statement, deposited items, and wire/transfer information for the period of March 2015.⁸⁵
- hh. Declaration of Michelle Lama.
- ii. Declaration of Mike Pieciak.
- jj. Credit Agreements
- kk. Offering Documents for Phases I-VII.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 25th day of April, 2016. MARK DEE

- ⁸² See Id.
- ⁸³ See Id.
- ⁸⁴ See Id.
- ⁸⁵ See Id.

73,

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JAY PEAK, INC., a Vermont

corporation with its principal place of business in Jay, County of Orleans and State of Vermont,

Grantor, in the consideration of Ten and more Dollars paid to its full satisfaction by JAY

PEAK HOTEL SUITES L.P., a Vermont limited partnership with a place of business in Jay,

County of Orleans and State of Vermont, Grantee, by these presents does freely GIVE, GRANT,

SELL, CONVEY AND CONFIRM unto the said Grantee, JAY PEAK HOTEL SUITES L.P.

and its successors and assigns forever, a certain property in the Town of Jay, County of Orleans

and State of Vermont, described as follows:

Being a parcel of land approximately 0.48 acres in size with all buildings and improvements thereon, and all easements, rights and appurtenances thereto (the "Hotel Lot").

The Hotel Lot is a portion of the same land and premises conveyed to Jay Peak, Inc. by Warranty Deed of Saint-Sauveur Valley Resorts Inc., its parent company, dated June 20, 2008 and of record at Book 60, Pages 296-299 of the Town of Jay Land Records and Book 43, Pages 511-518 of the Town of Westfield Land Records. Being a portion of those lands and premises conveyed to Saint-Sauveur Valley Resorts Inc. f/k/a Mont Saint-Sauveur Ski Center & Development Ltd. by Warranty Deed of Jay Peak, Inc. dated April 27, 1983 and of record at Book 23, Pages 30-32 of said Land Records. The portion of such land and premises not conveyed hereby shall be described herein as the "Resort".

The Hotel Lot is more particularly set forth and described in a map entitled "Saint-Sauveur Valley Resorts Inc. Hotel One Subdivision Plat, Portion of: 23/30-32 Route 242 Jay, Vermont", by Button Professional Land Surveyors, P.C., dated May 19, 2008, as revised June 10, 2008, and of record at Map Slide 101A of said Land Records.

Without limiting anything herein, Grantor grants Grantee the perpetual, nonexclusive, limited easement to the land owned by Grantor in the Resort that is immediately adjacent to the Hotel Lot, to allow use and access for the limited extent to permit buildings or improvements located on the Hotel Lot to overhang land in the Resort or to be supported by pillars or columns that attach to land in the Resort.

	EXHIBIT	
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The Hotel Lot conveyed hereby is subject to a Grant of Easement and Maintenance Agreement dated December __, 2009, by and among Jay Peak, Inc., Jay Peak Hotel Suites L.P. and Jay Peak Hotel Suites Owners Association, Inc., to be recorded in said Land Records contemporaneously hereof (the "Easement Agreement"). The Hotel Lot is also subject to all other easements, rights of way, rights of ingress and egress, utility rights and agreements, and any other restrictions of record. Without limiting the foregoing, Grantor reserves such easements, rights of way, and rights of ingress and egress and use over and through the Hotel Lot conveyed hereby as are necessary to meet its obligations under such Easement Agreement or to maintain, operate, improve and expand the Resort.

Reference is hereby made to the above mentioned plats, deeds and records therein contained all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereto, to the said Grantee JAY PEAK HOTEL SUITES L.P. and its successors and assigns, to their own use and behoof forever.

And we, the said Grantor JAY PEAK, INC., for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents it is the sole owner of the Hotel Lot, and has good right and title to convey the same in manner aforesaid; that the Hotel Lot is FREE FROM EVERY ENCUMBRANCE, except as may be specified herein or except for several mortgages to be partially discharged contemporaneously hereof; and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as may be specified herein.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES: (a) IT IS FAMILIAR IN ALL RESPECTS WITH THE CONDITION OF THE HOTEL LOT BEING CONVEYED AND AGREES TO ACCEPT THE HOTEL LOT IN ITS "AS IS" CONDITION, SUBJECT TO THE REQUIREMENT THAT ALL PERMITS NECESSARY TO SUBDIVIDE AND

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DEVELOP THE HOTEL LOT WITH A COMMERCIAL BUILDING, INCLUDING A HOTEL, HAVE BEEN OR WILL BE OBTAINED; (b) IT SHALL HOLD GRANTOR HARMLESS FROM ANY PHYSICAL DEFECT OF OR IN THE HOTEL LOT; AND (c) ITS AGREEMENTS HEREIN SHALL SURVIVE THE TRANSFER OF TITLE FROM GRANTOR TO GRANTEE.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THIS CONVEYANCE IS SUBJECT TO THE GRANTOR'S RIGHTS TO PROMPTLY RECEIVE BACK FROM GRANTEE THE LOWER FLOORS, AND WITHOUT LIMITATION OR RESTRICTION THE UNDIVIDED PERCENTAGE INTERESTS APPURTENANT THERETO, OF THE BUILDING PRESENTLY BEING CONSTRUCTED ON THE HOTEL LOT, PURSUANT TO THE TERMS OF VARIOUS AGREEMENTS BY AND BETWEEN THE GRANTOR AND GRANTEE, INCLUDING WITHOUT LIMITATION A PURCHASE AND SALE AGREEMENT DATED FEBRUARY 27, 2007 AS SUBSEQUENTLY AMENDED OF EVEN DATE HEREWITH.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THIS CONVEYANCE IS SUBJECT TO THE OBLIGATION OF GRANTEE, IN CONCERT WITH GRANTOR, TO FINALIZE AND RECORD SUCH DOCUMENTS, INCLUDING WITHOUT LIMITATION A DECLARATION OF CONDOMINIUM AND SITE PLAN, AS ARE NECESSARY TO SUBJECT THE HOTEL LOT TO A CONDOMINIUM COMMON INTEREST COMMUNITY UNDER VERMONT LAW, CONSISTING OF THREE (3) UNITS, TWO 76.

OF WHICH CONSIST OF THE LOWER FLOORS OF THE BUILDING BEING

CONSTRUCTED AND TO BE CONVEYED BACK TO GRANTOR.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal as of this 4th day of December, 2009.

In the presence of MALT itness

JAY PE INC BY: William Stenger, Presi

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and duly anthorized agent

STATE OF VERMONT County of Orleans, SS.

At Jay, this $\underline{\partial} \underline{\partial}^{\underline{d}+\underline{h}}$ day of December, 2009, before me personally appeared William Stenger, President and duly authorized agent on behalf of Jay Peak, Inc., and acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed, and the free act and deed of Jay Peak, Inc.

Fruett

Notary Public Commission Expires: 02/10/11.

JAY TOWN CLERK'S OFFICE RECEIVED FOR Record This: 30th Day of December AD. 2009 AL 2 o'dock 45 minutes P. Manie Records II Jay Records, Book 63 Page 73-76 Aless Completing HackMon, 1555 Town Clerk

Vermont Property Transfer Tax 32 V.S.A. Chap. 231 — ACKNOWLEDGEMENT— MetroRot - Tax Pall-Deard Intel Foil Rott. W. Last Las Draktowick Park Laborn Ing. 54-07 Stand Orable & Balance, Jass Toan Taxe Orable & Balance, Jass Toan Taxe December - 30, 300 9

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ACT 250 DISCLOSURE STATEMENT VERMONT NATURAL RESOURCES BOARD MONTPELIER, VERMONT 05602

NOTE: IF THIS TRANSACTION DOES NOT INVOLVE THE PARTITION OR DIVISION OF LAND, THIS ACT 250 DISCLOSURE STATE-MENT IS NOT REQUIRED. REFER TO 10 V.S.A. \$6001(14)(a) and (b).

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1.	SUBDIVIDERS	G (TRANSFE	ROR) FULL NAME(S)	1	MAILING ADI	DRESS	
JA	Y PEAK, INC				50 VT ROUT 7, VT 0585		
	NAME OF CON	TACT PERS	ON FOR SUBDIVIDE	R	MAILING ADI	DRESS	TELEPHONE NO.
MI	LLIAM STENG	ER		4850 VT 1	TZ 242,JI	Y, VT 0585	9 (802) 327-2222
2.	BUYER'S (TRA	NSFEREE)	FULL NAME(S)		MAILING ADI	DRESS	
λ	Y PEAK PEAK	NOTEL SU	ITES L.P.		50 VT ROU 7, VT 058		
3.	DESCRIPTION	OF PROPE	<u>7</u> 78	h		decenary carrie	
	TOWN JAY			1	ROAD ROUT	5 242	NUMBER OF ACRES 0.48
	NUMBER OF L	OTS 2	-			•	is partition or division of land.
5.	district or is lo	cated within	five miles (if in a dif	ferent distric	t)?		ch is located within the same town 2
	See map on pa	ige 34.	Lots within the sam			X YES	NUMBER OF LDTS
			Lots within the sam		X NO	· □ YES	NUMBER OF LOTS NUMBER OF LOTS
5.		which is loc titioned?	ents or children (nati	iral or adopt town or disl	ive) or spou rict or is loca	se divided or Red within five	partitioned any other land within't e miles (if in a different district) of t
	Did the Subdiv family member X NO	as listed in				•	rtition or division of the land of the lan

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۰.

FORM 250 (Ret. 11/01)

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18.

 Will any family member listed in #6 above derive any profit or consideration, or acquire any other beneficial interest from the partition or division of the land subject to this statement? (Read instructions before answering.)

RELATIONSHIP TO SUBDIVIDER

NO 🗌 YES IF "YES," LIST THE FAMILY MEMBER BELOW. NAME OF FAMILY MEMBER

 List below in the space provided the name of all individuals and entitles affiliated with the subdivider(s) in the partition or division of the subject land, as that affiliation is conditioned and limited according to the definition of "person" in 10 V.S.A. §6001(14).

NAME QRESULTS INC. NATURE OF AFFILIATION 10010 OWART OF Slock in Jey Park, Inc.

10. List below any partition or division of land by any individuals or entities now or previously affiliated with the Subdivider(s) for benefit or profil which has occurred within the preceding five years (including this transaction) and which is located within five miles of the land being divided or partitioned, within the jurisdictional area of the District Environmental Commission (see attached District Map), or within the same town.

NAME	LOCATION (TOWN)	DESCRIPTION OF LAND	NO. OF LOTS	DATE CREATED
NA				
	`			

11. NOTICE THAT AN ACT 250 PERMIT MAY BE REQUIRED

As the Subdivider(s) of this property, live hereby notify the buyer that an Act 250 permit may be required prior to this partition or division of the property.

Prior to the partition or division of the land in question, the buyer may submit to the District Coordinator this Disclosure Statement and other relevant information and should request a jurisdictional opinion from the District Coordinator as to the applicability of Act 250 to this proposed partition or division of land.

12. If an Act 250 permit has been issued for the land being partitioned, enter the Land Use Permit Number. 7R0854-4-4

I/we the Subdivider(s) hereby swear and affirm that this Disclosure Statement is true and complete to the best of my/our knowledge. Knowing falsification of any statement contained herein is punishable pursuant to the provisions of 10 V.S.A. §6003; 10 V.S.A. Chapters 201 and 211; and 13 V.S.A. §3016.

DATE:

JAY TOWN CLERK'S OFFICE RECEIVED FOR Record This <u>30th</u> Day of Arender A.D. 2009 At <u>3</u> ordect <u>46</u> minutes <u>P</u> M and Recorded in Jay Records, Book <u>63</u> Page <u>77-78</u> Attest Welling Jack Mont <u>Asst</u> Town Clark

limmed on behalf of IPE) Signature(s) of Subdivider(s)

	#54-09
<form></form>	

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EXHIBIT B (PHASE I)

Summary of Activity--of Jay Peak Hotel Offering (Phase I) Account Held at Raymond James for the Period February 2009 through December 2010

Date FROM Account		Account Amount	
2/10/2009	Margin Loan 3	\$	6,938,162
4/21/2009	Margin Loan 3	\$	33,932
6/30/2009	Margin Loan 3	\$	574,908
11/9/2009	Margin Loan 3	\$	50,141
12/27/2010	Margin Loan 3	\$	550,653

Date	TO Account	14.5	Amount
4/9/2009	Margin Loan 3	\$	250,000
4/9/2009	Margin Loan 3	\$	2,048,497
5/1/2009	Margin Loan 3	\$	125
5/7/2009	Margin Loan 3	\$	848,709
5/7/2009	Margin Loan 3	\$	250,000
6/3/2009	Margin Loan 3	\$	250,000
6/3/2009	Margin Loan 3	\$	1,823,855
7/6/2009	Margin Loan 3	\$	150,074
7/28/2009	Margin Loan 3	S	1,350,000
8/14/2009	Margin Loan 3	\$	1,750,000
8/21/2009	Margin Loan 3	S	300,128
8/21/2009	Margin Loan 3	S	199,872
11/6/2009	Margin Loan 3	\$	50,141
12/23/2010	Margin Loan 3	S	550,653
12/27/2010	Margin Loan 3	\$	500,653
Payments TO Margin Loan 3			10,322,706
Net Payı	nents TO:	1	
Margin Loan 3			2,200,000
Case 1:16-cv

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JAY PEAK, INC., a Vermont corporation with its principal place of business in Jay, County of Orleans and State of Vermont, Grantor, in the consideration of Ten and more Dollars paid to its full satisfaction by JAY PEAK HOTEL SUITES PHASE II L.P., a Vermont limited partnership with a place of business in Jay, County of Orleans and State of Vermont, Grantee, by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, JAY PEAK HOTEL SUITES PHASE II L.P. and its successors and assigns forever, a certain property in the Town of Jay, County of Orleans and State of Vermont, described as follows:

Being a parcel of land approximately 1.02 acres in size with all buildings and improvements thereon, and all casements, rights and appurtenances thereto (the "Hotel Lot").

The Hotel Lot is a portion of the same land and premises conveyed to Jay Peak, Inc. by Warranty Deed of Saint-Sauveur Valley Resorts Inc., its parent company, dated June 20, 2008 and of record at Book 60, Pages 296-299 of the Town of Jay Land Records and Book 43, Pages 511-518 of the Town of Westfield Land Records. Being a portion of those lands and premises conveyed to Saint-Sauveur Valley Resorts Inc. f/k/a Mont Saint-Sauveur Ski Center & Development Ltd. by Warranty Deed of Jay Peak, Inc. dated April 27, 1983 and of record at Book 23, Pages 30-32 of the Town of Jay Land Records. The portion of such land and premises not conveyed hereby shall be described herein as the "Reson".

The Hotel Lot is more particularly set forth and described as "Hotel 2" in a map entitled "Subdivision Plat, Jay Peak, Inc., 4850 Vermont Route 242 Jay, Vermont", by Trudell Consulting Engineers, dated June 13, 2011, and of record at Map Slide 108B of said Land Records.

Without limiting anything herein, Grantor grants Grantee the perpetual, nonexclusive, limited easement to the land owned by Grantor in the Resort that is immediately adjacent to the Hotel Lot, to allow use and access for the limited extent to permit buildings or improvements located on the Hotel Lot to overhang land in the Resort or to be supported by pillars or columns that attach to land in the Resort.

The Hotel Lot conveyed hereby will be subject to a Grant of Easement and Maintenance Agreement by and among Jay Peak, Inc., Jay Peak Hotel Suites Phase II L.P. and Jay Peak Hotel Suites Phase II Owners Association, Inc., to be recorded in said Land Records contemporaneously hereof (the "Easement Agreement"). The Hotel Lot is also subject to all other easements, rights of way, rights of ingress and egress, utility rights and agreements, and any other restrictions of record. Without limiting the foregoing, Grantor reserves such easements, rights of way, and rights of ingress and egress and use over and through the Hotel Lot conveyed hereby as are necessary to maintain, operate, improve and expand the Resort.

EXHIBIT С

1475261.3

Reference is hereby made to the above mentioned plats, deeds and records therein contained all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereto, to the said Grantee JAY PEAK HOTEL SUITES PHASE II L.P. and its successors and assigns, to their own use and behoof forever.

And we, the suid Grantor JAY PEAK, INC., for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents it is the sole owner of the Hotel Lot, and has good right and titlo to convey the same in manner aforesaid; that the Hotel Lot is FREE FROM EVERY ENCUMBRANCE, except as may be specified herein and except for any mortgages which will be partially discharged contemporaneously hereof; and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as may be specified herein.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES: (a) IT IS FAMILIAR IN ALL RESPECTS WITH THE CONDITION OF THE HOTEL LOT BEING CONVEYED AND AGREES TO ACCEPT THE HOTEL LOT IN ITS "AS IS" CONDITION, SUBJECT TO THE REQUIREMENT THAT ALL PERMITS NECESSARY TO SUBDIVIDE AND DEVELOP THE HOTEL LOT WITH A COMMERCIAL BUILDING, INCLUDING A HOTEL TO BE CALLED "THE HOTEL JAY", HAVE REEN OBTAINED; (b) IT SHALL HOLD GRANTOR HARMLESS FROM ANY PHYSICAL DEFECT OF OR IN THE HOTEL LOT; AND (c) ITS AGREEMENTS HEREIN SHALL SURVIVE THE TRANSFER OF TITLE FROM GRANTOR TO GRANTEE.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THIS CONVEYANCE IS SUBJECT TO THE GRANTEE'S OBLIGATION TO PROMPTLY DEED TO GRANTOR THE 1475261.3

LOWER FLOORS OF THE HOTEL JAY BUILDING LOCATED ON THE HOTEL LOT, REPRESENTING TWO (2) COMMERCIAL CONDOMINIUM UNITS, AND WITHOUT LIMITATION OR RESTRICTION THE UNDIVIDED PERCENTAGE INTERESTS APPURTENANT THERETO, PURSUANT TO THE TERMS OF VARIOUS AGREEMENTS BY AND BETWEEN THE GRANTOR AND GRANTEE, INCLUDING WITHOUT LIMITATION ANY PURCHASE AND SALE AGREEMENT.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ALSO ACKNOWLEDGES AND AGREES THAT THIS CONVEYANCE IS SUBJECT TO THE OBLIGATION OF GRANTEE, IN CONCERT WITH GRANTOR AND ANY OTHER NECESSARY PARTIES, TO FINALIZE AND RECORD SUCH DOCUMENTS, INCLUDING WITHOUT LIMITATION A DECLARATION OF CONDOMINIUM AND SITE PLAN, AS ARE NECESSARY TO SUBJECT THE HOTEL LOT AND THE HOTEL JAY BUILDING TO A CONDOMINIUM BUILDING TO A CONDOMINIUM COMMON INTEREST COMMUNITY UNDER VERMONT LAW, CONSISTING OF MULTIFIE CONNEY INCLUDING THE LOWER FLOORS OF THE HOTEL JAY BUILDING TO BE CONVEYED BACK TO GRANTOR Rections and the second second second last manager in the part of ----

1475261.3

Page 34 of 38

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal as of this 16th day of

September, 2013.

In the presence of

Witness

JAY PEAK INC. BY: Will Ster ger, President and duly autoprized agent

STATE OF VERMONT County of Orleans, SS.

At Jay, before me personally appeared William Stenger, President and duty authorized agent on behalf of Jay Peax, Inc., and acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed, and the free act and deed of Jay Peak, Inc.

Notary Public

Commission Expires: 02/10/15

JAY TOWN CLERK'S OFFICE RECEIVED FOR Record toher AD:20 This ed in Jay Records, Book 48' ClonnCiert

Vermont Prod ty Tran \$2 V.S.A. Chap. 231 ACKNOWLEDGMENT RETURN RECEIVED Clerk alund ahinta Signed 3019 Date Ortoher

1475261,3

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Case 1:16-cv-21301-DPG Document 66-1 Entered on FLSD Docket 04/25/2016 Page 35 of 38

408,

		ACT 250 DISCL VERMONT NATUR/ MONTPELIER	L RESOURCE	S BOARD		
Not Men	TE: IF THIS TRANSACTION NT IS NOT REQUIRED.)N DOES NOT INVOLVE THE PAR REFER TO 10 V.S.A. \$6001(14)(a)	and (b).	on of land	, THI S ACT 250 DISCLOS	SURE STATE-
1.	SUBDIVIDER'S (TRANS	FEROR) FULL NAME(S)	MAILING ADD	RESS	· · · · · · · · · · · · · · · · · · ·	
	JAY PEAK, INC.		4850 VI	ROUTE	242	-
			JAY, VT	15959	·	
	NAME OF CONTACT PE	RSON FOR SUBDIVIDER	MAILING ADD	RESS	TELEPHONENO.	
	WILLIAM STENSE	K .	1850 VT 1	OVIE 24	TAY, VT OSISA	(600)327.
	BUYER'S (TRANSFERE		MAILING ADD		1	
1	TAY PEAK HOTEL SU	ites Abase & L.I.		ROUTE 74 05859	5	
3.	DESCRIPTION OF PROP	ERTY		-		
	TOWN JAY		ROAD LTE.	$\mathcal{A}\mathcal{F}$	NUMBER OF ACRE	es 1.02
		f lots or parcels the Subdivider i	intends to create	as part of thi	s partition or division of	land.
	NUMBER OF LOTS	ed or partitioned any other land	within the nast fi	in vezra whi	th is located within the s	Stre Lown or
	district or is located with	hin five miles (if in a different dis	trict)?	e jees au	4115 IOLSICO WIGEILOIC S	.1
:	See map on page 38.	Lots within the same town?	🔁 HO	🕅 YES	NUMBER OF LOTS	<u>4 (induling</u>
		Lots within the same district	? 🛛 🕅 NO	🗋 YES	NUMBER OF LOTS	<u> </u>
		Lots within five miles?	NO 🛛	T YES	NUMBER OF LOTS	Yansa
į.	Have the Subdivider's p past five years which is land being partitioned?	arents or children (natural or ad located within the Same Lown or (oplive) or spous listrict or is local	e divided or j ed within five	partitioned any other lar e miles 61 in a different di	nd within the istrict) of the
ł	INO D.Y	ES F "YES," COMPLETE THE	FOLLOWING AB	DUT THE FAI	SLY MEMBER	
1	NAME	ADDRESS			RELATIONSHP	
1	family member as listed			-		land of that
		ES IF YES," COMPLETE THE	FOLLOWING AB	out the fai	AILY MEMBER	
	NAME .	ADDRESS	:		RELATIONTALAR TOWN CLERK : RECEIVED FI	YAL
				_0. ú.s	t.e.0	FORM 250
		······································			1	Rev 1105
					ા ા માર્ગ્સ્ટ્રાઝને કા હ	636133391

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409,

a.	Will any family member listed in #6 above derive any profit or consideration, or acquire any other beneficiel interest from the partition or division of the land subject to this statement? (Read instructions before any rating.)
	YO I YES IF "YES," LIST THE FAMILY MEMBER BELOW.
	NAME OF FAMILY NEMBER RELATIONSHIP TO SUBDIVIDER
9.	List below in the space provided the name of all individuals and entities affiliated with the subdividents in the partition or division of the subject land, as that affiliation is conditioned and limited according to the definition of "person" in 19 Y.S.A. \$6001(14).
	NAME NATURE OF AFFILIATION
QI	RESORTS INC. 10090 DWART OF STOCK IN Jay Peak, Inc.
10	Lieb halver any andiiim or discion of land by my infinite an arbitrary in the second state of the second state
10.	List below any partition or division of land by any individuals or entities now or previously affiliated with the Subdivider(s) for benefit or profit which has occurred within the preceding five years (including this transaction) and which is located within five miles of the land being divided or partitioned, within the prisidictional area of the District Environmental Commis- sion (see attached District Max), or within the same town.
	NAME LOCATION (TOWN) DESCRIPTION OF LAND ' NO. OF LOTS DATE CREATED
-	
11	NOTICE THAT AN ACT 250 PERMIT MAY BE REQUIRED
	As the Subdivider(s) of this property, live hereby notify the buyer that an Act 250 permit may be required prior to this
	partition or division of the property.
	Prior to the partition or division of the land in question, the buyer may submit to the District Coordinator this Disclosure Statement and other relevant information and should request a jurisdictional opinion from the District Coordinator as to the
	applicability of Act 250 to this proposed partition or division of land.
	· · ·
2.	If an Act 250 permit has been issued for the land being partitioned, enter the Land Use Permit Number. 7/0954-10
1	tive the Subdivider(s) hereby swear and affirm that this Disclosure Statement is true and complete to the best of mylour
	knowledge. Knowing falsification of any statement contained herein is purishable pursuant to the provisions of 10 V.S.A. §6003; 10 V.S.A. Chapters 201 and 211; and 13 V.S.A. §3016.
	DATE: 91613 JAY BEAK, INCA
•	
	JAY TOWN CLERK'S OFFICE
	RECEIVED FOR Record Signalure(s) of Subdyinger(s) (if (if (if (if the
	This 15th Day of October AD 20/3
	AI 12 UCIREA 55 minutes P Mand Riccorded in Jay Records, Book 69 Page 408-409

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	4. Selec(c) is a montgagor conveying the montgaged property to a montgages in a functione u			

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Si'es Ap		Cite of Closing		
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Return realised (Including contrilicentes and Act 250 vilactory etabarrent). signa Emolino Harmon, ASS'L. on	DATE October 15,2013	20 PROPERTY TRANSFER TO 2 OUE from the		1.0.07.)
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12	- Form PT-172, Bene 4 di s - Rev (05/1)	· · · · · · · · · · · · · · · · · · ·	Form	PT-172, Page 2 of 4

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	EXHIBIT D (PHASE II)	1000	
(Phase II) Ac	Activityof Jay Pe count Held at Rayr oruary 2009 throug	nond	James for the
Date	FROM Account		Amount
2/10/2009	Margin Loan 3	S	16,891,065
4/21/2009	Margin Loan 3	S	500,220
6/3/2009	Margin Loan 3	S	300,051
6/30/2009	Margin Lean 3	S	498,399
	Margin Lean 3	S	
1/15/2010			4,000,000
Payments FRO	OM Margin Loan 3		
RJ	Account	S	22,189,735
			and a president of
Date	TO Account	-	Amount
4/9/2009	Margin Loan 3	S	250,000
4/9/2009	Margin Loan 3	S	1,050,972
5/1/2009	Margin Loan 3	\$	40,671
5/28/2009	Margin Loan 3	\$	1,250,067
5/28/2009	Margin Loan 3	S	250,000
7/6/2009	Margin Loan 3	\$	250,458
7/6/2009	Margin Loan 3	S	250,002
7/28/2009	Margin Loan 3	S	500,000
8/5/2009	Margin Loan 3	S	750,495
8/5/2009	Margin Loan 3	S	250,000
9/8/2009	Margin Loan 3	5	1,000,000
9/16/2009	Margin Loan 3	S	1,501,431
9/21/2009	Margin Loan 3	S	1,000,000
9/29/2009	Margin Loan 3	5	2,202,096
11/6/2009	Margin Loan 3	S	1,000,532
11/17/2009	Margin Loan 3	S	4,000,000
12/29/2009	Margin Loan 3	\$	3,500,000
1/15/2010	Margin Loan 3	S	4,000,000
1/27/2010	Margin Loan 3	S	5,000,000
2/24/2010	Margin Loan 3	S	4,000,000
and a state of the	Margin Loan 3	S	and the second sec
3/29/2010 4/29/2010	Margin Loan 3	5	3,010,000
5/27/2010	Margin Loan 3	S	
6/29/2010	Margin Loan 3	5	3,500,000 5,500,000
	and the second sec		
8/26/2010	Margin Loan 3	S	8,021,398
8/30/2010	Margin Loan 3	5	500,000
9/30/2010	Margin Loan 3	\$	3,501,300
10/18/2010	Margin Loan 3	\$	4,250,674
10/29/2010	Margin Loan 3	\$	999,528
10/29/2010	Margin Loan 3	\$	1,247,595
12/23/2010	Margin Loan 3	\$	7,600,000
1/31/2011	Margin Loan 3	5	1,816,000
1/31/2011	Margin Loan 3	S	275,733
Payments TO I	Margin Loan 3 RJ		
	count	5	73,768,955
		C (193	
Net Pay	ments TO:		and the second

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EXHIBIT F (PHASE II)

Summary of Activity--of Jay Peak Hotel Offering (Phase II) Account Held at Raymond James for the Period September 2008 through October 2008

Date	FROM Account	Amount
9/3/2008	Phase I RJ Account	\$ 160,000
	Payments TO Phase I	\$ 160,000

Date	TO Account		Amount
9/8/2008	Phase I RJ Account	S	100,000
9/18/2008	Phase I RJ Account	S	3,000,000
9/24/2008	Phase I RJ Account	S	1,350,000
10/6/2008	Phase I RJ Account	S	400,000
	Payments TO Phase I	S	4,850,000

Net Payments TO:	
Phase I	\$ 4,700,000

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EXHIBIT G (PHASE II)

Summary of Activity--of Jay Peak Hotel Offering (Phase II) Account Held at Raymond James for the Period October 2010 through January 2011

Date	FROM Account	Amount
10/28/2010	Phase III RJ ACCOUNT	\$ 3,500,000
12/30/2010	Phase III RJ ACCOUNT	\$ 4,000,000
Payments	FROM Penthouse Phase III	\$ 7,500,000

Date	TO Account	Amount
10/28/2010	Phase III RJ ACCOUNT	\$ 3,500,000
1/31/2011	Phase III RJ ACCOUNT	\$ 7,000,000
Payme	nts TO Penthouse Phase III	\$ 10,500,000

Net Payments TO:		ないのこ
Penthouse Phase III	\$ 3,000,000	BO BOOM

	(PHASE II)		
•	of Jay Peak Hotel Offering es for the Period June 2008		
Date '	FROM Account		Amount
7/2/2008	Q Resorts RJ Account	\$	3,464
8/5/2008	Q Resorts RJ Account	\$	20,949
9/17/2008	Q Resorts RJ Account	\$	14,666
9/26/2008	Q Resorts RJ Account	\$	2,789
2/17/2010	Q Resorts RJ Account	\$	4,000,000
2/30/2010	Q Resorts RJ Account	\$	5,000,000
1/31/2011	Q Resorts RJ Account	\$	648,000
2/14/2011	Q Resorts RJ Account	\$	1,000
P	ayments FROM Q Resorts	\$	9,690,868
Date	TO Account	-	Amount
6/23/2008	Q Resorts RJ Account	\$	6,000,000
6/26/2008	Q Resorts RJ Account	\$	290,000
9/5/2008	Q Resorts RJ Account	\$	500,000
0/31/2008	Q Resorts RJ Account	\$	500,000
1/17/2008	Q Resorts RJ Account	\$	375,000
12/9/2008	Q Resorts RJ Account	\$	1,000,000
1/14/2009	Q Resorts RJ Account	\$	1,300,000
2/4/2009	Q Resorts RJ Account	\$	500,000
2/8/2010	Q Resorts RJ Account	\$	4,000,000
10/28/2010	Q Resorts RJ Account	\$	1,000,000
1/19/2010	Q Resorts RJ Account	\$	3,500,000
1/31/2011	Q Resorts RJ Account	\$	648,000
1/31/2011	Q Resorts RJ Account	\$	168,446
1/31/2011	Q Resorts RJ Account	\$	649,000
4/28/2011	Q Resorts RJ Account	\$	500,000
	Payments TO Q Resorts	\$	20,930,446

EXHIBIT I (PHASE III)

Summary of Activity--of Penthouse Suites Offering (Phase III) Account Held at Raymond James for the Period December 2010 through August 2011

Date	FROM Account	13	Amount
8/1/2011	Margin Loan 3	\$	6,000,000
Payments fro	m Margin Loan 3	\$	6,000,000

Date	TO Account	 Amount
12/23/2010	Margin Loan 3	\$ 2,400,000
3/28/2011	Margin Loan 3	\$ 7,000,000
4/11/2011	Margin Loan 3	\$ 2,200,000
5/31/2011	Margin Loan 3	\$ 5,300,000
6/30/2011	Margin Loan 3	\$ 5,000,000
7/29/2011	Margin Loan 3	\$ 5,500,000
8/1/2011	Margin Loan 3	\$ 6,000,000
8/30/2011	Margin Loan 3	\$ 6,000,000
Payment	s to Margin Loan 3	\$ 39,400,000

At Least	Net Payments TO:		
	Margin Loan 3	\$ 32,500,000	HV CALL



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EXHIBIT K (PHASE IV)

Summary of Activity--of Golf & Mountain Offering (Phase IV) Accounts Held at the People's United & Raymond James for the Period May 2011 through November 2011

Date	FROM Account	Amount
11/15/2011	Margin Loan 3	\$ 7,503,600
Paymen	t FROM Margin Loan 3	\$ 7,503,600

Date	TO Account	-	Amount
5/31/2011	Margin Loan 3	\$	100,000
7/29/2011	Margin Loan 3	\$	1,000,000
9/14/2011	Margin Loan 3	\$	14,733,000
11/29/2011	Margin Loan 3	\$	7,503,600
Payı	nents to Margin Loan 3	\$	23,336,600

Payments TO:	
Margin Loan 3	\$ 15,800,000

EXHIBIT N (PHASE IV)

Summary of Activity--of Golf & Mountain Offering (Phase IV) Held at People's United Bank for the Period December 2011 through April 2013

Date	FROM Account	Amount
12/19/2011	JCM RJ Account	\$ 10,000
12/28/2011	JCM RJ Account	\$ 7,098,000
Payr	nents FROM JCM	\$ 7,108,000

Date	TO Account	Amount
9/12/2011	JCM RJ Account	\$ 8,527,500
9/27/2011	JCM RJ Account	\$ 4,528,000
10/25/2011	JCM RJ Account	\$ 7,119,500
11/16/2011	JCM RJ Account	\$ 7,098,000
1/5/2012	JCM RJ Account	\$ 7,098,000
1/13/2012	JCM RJ Account	\$ 1,118,000
5/3/2012	JCM RJ Account	\$ 1,950,000
6/7/2012	JCM RJ Account	\$ 1,300,000
7/6/2012	JCM RJ Account	\$ 1,725,000
10/9/2012	JCM RJ Account	\$ 300,000
11/2/2012	JCM RJ Account	\$ 500,000
4/3/2013	JCM RJ Account	\$ 145,000
I	Payments TO JCM	\$ 41,409,000

NET Payments TO:	
JCM	\$ 34,300,000



EXHIBIT P (PHASE V)

Summary of Activity--of Lodge & Townhouse Offering (Phase V) Account Held at Raymond James for the Period April 2012

Date	TO Account	Amount
4/26/2012	Margin Loan 4	\$ 3,960,000
Payments	to Margin Loan 4	\$ 3,960,000

Payments TO: Margin Loan 4 \$ 4,000,000

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	EXHIBIT S (PHASES V & VI)		ANT A SURFACE
ing (Phase VI) A	yof Lodge & Townhouse Offering Pha ccounts Held at People's United Bank of Period October 2013 through January	& Ray	
Date	FROM Account	T	Amount
10/11/2013	Stateside PUB Account	S	4,200,000.00
Date	TO Account	T	Amount
10/16/2013	Margin Loan 4	\$	500,000
Date	FROM Account	1.2	Amount
11/8/2013	Stateside PUB Account	S	1,650,000
11/8/2013	Lodge & Townhouse PUB Account	S	1,500,000
Payments F	ROM Stateside-Lodge & Townhouse	S	3,150,000
Date	TO Account		Amount
11/15/2013	Margin Loan 4	5	500,000
Date	FROM Account	1 5	Amount
12/4/2013	Stateside PUB Account	13.	3,000,000.00
Date	TO Account	T	Amount
12/16/2013	Margin Loan 4	1	\$500,000
Date	FROM Account	-	Amount
1/8/2014	Stateside PUB Account	5	944,000
1/8/2014 Payments F	Lodge & Townhouse PUB Account ROM StatesideLodge & Townhouse	S	228,000
Date	TO Account	1	Amount
1/15/2014	Margin Loan 4	S	500,000
2/18/2014	Margin Loan 4	15	500,000
Data	EDOM Assount	1	Amount
Date 10/16/2013	JCM RJ Account	-	Amount \$500,000
11/15/2013	JCM RJ Account	-	\$500,000
12/16/2013	JCM RJ Account		\$500,000
1/15/2014	JCM RJ Account	-	\$500,000
2/18/2014	JCM RJ Account	-	\$500,000
	Payments FROM JCM		\$2,500,000
1	Payments FROM: JCM	T	\$2,500,000

		EXHIBIT T			
		(PHASE V)			
	1 (1997) 1997 - Maria Mariana 1997 - Maria Mariana 1997 - Maria Mariana 1997 - Maria Mariana 1997 - Maria Maria Maria Maria Maria Maria Maria 1997 - Maria Maria 1997 - Maria Mari				4.5
	nt Held at Pe	of Lodge & Town ople's United Bank 11 through Januar	t for	the Period O	
	Date	TO Account	Т	Amount	
ar s a thair		JCM RJ Account	\$	9,673,300	
		JCM RJ Account	\$	5,618,000	
		JCM RJ Account	\$	4,058,000	
	4/4/2012	JCM RJ Account	\$	3,040,000	
	5/3/2012	JCM RJ Account	\$	1,450,000	
	6/7/2012	JCM RJ Account	\$	1,250,000	
	8/7/2012	JCM RJ Account	\$	1,385,000	
	9/7/2012	JCM RJ Account	\$	1,875,000	·-
	10/9/2012	JCM RJ Account	\$	1,750,000	
	11/2/2012	JCM RJ Account	\$	1,200,000	•
	1/8/2013	JCM RJ Account	\$	1,000,000	1
	2/5/2013	JCM RJ Account	\$	680,000	
Я 19	3/7/2013	JCM RJ Account	\$	450,000	
	4/3/2013	JCM RJ Account	\$	130,000	
	8/1/2013	JCM RJ Account	\$	500,000	1 1 1 1 1 1
	11/8/2013	JCM RJ Account	\$	1,500,000	
	1/8/2014	JCM RJ Account	\$	228,000	
· · ·	Payme	nts TO JCM	\$	35,787,300	
-	•				
	Daymar	nts TO: JCM	\$	36,000,000	

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			EXHIBI (PHASES V	L
uary 2012	Fel	eld at Raymond James for the Period I	ry of Activityof Q Resorts Account Hel	Summar
Amount		To Account	From Account	Date
100,000	\$	Account Balance		2/24/2012
5,780,000	5	Q Resorts RJ Account	Stateside RJ Account	2/24/2012
16,631,300	S	Q Resorts RJ Account	Lodge & Townhouse RJ Account	2/24/2012
	\$	Q Resorts RJ Account	GSI RJ Account	2/24/2012
948,000				2/24/2012
948,000 23,459,300	\$	Account Balance	a second and a second	2124/2012
	\$	Account Balance Margin Loan III Account	Q Resorts RJ Account	2/24/2012

Payments from Phases V & VI to Margin Loan 3 \$ 22,400,000

EXHIBIT V (PHASE VI)

Summary of Activity--of Stateside Offering (Phase VI) Account Held at People's United Bank for the Period March 2012 through January 2014

Date	TO Account		Amount
3/7/2012	JCM	S	1,110,000
5/3/2012	JCM	S	450,000
6/7/2012	JCM	\$	2,500,000
7/6/2012	JCM	\$	1,150,000
8/6/2012	JCM	\$	3,500,000
9/6/2012	JCM	\$	3,470,000
10/9/2012	JCM	S	3,000,000
11/2/2012	JCM	\$	4,250,000
12/12/2012	JCM	\$	4,630,000
1/8/2013	JCM	S	2,499,500
2/5/2013	JCM	\$	2,985,000
3/7/2013	JCM	\$	1,600,000
3/21/2013	JCM	\$	1,300,000
4/3/2013	JCM	15	215,000
5/3/2013	JCM	\$	1,700,000
6/5/2013	JCM	\$	4,300,000
7/16/2013	JCM	\$	3,300,000
8/5/2013	JCM	S	6,300,000
9/17/2013	JCM	S	2,300,000
9/27/2013	JCM	S	2,400,000
10/11/2013	JCM	5	4,200,000
11/8/2013	JCM	\$	1,650,000
12/4/2013	JCM	S	3,000,000
1/8/2014	JCM	S	944,000
	Payments TO: JCM	IS	62,753,500

Net Payments TO: JCM S 63,000,000

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1		EXHIBIT X PHASE VII)	-	
Summar		Offering (Phase VII) Account I Purchase Trump Tower Condo		at People's
Alleria (n. 17 Reference) L	FUNDS TRANSFER	for New York Condo Purchase	5	
Date	From Account	To Account	1	Amount
4/9/2013	Biomedical RJ	Biomedical PUB	S	3,000,000
4/12/2013	Biomedical PUB	Quiros GSI RJ	S	3,000,000
5/30/2013	Quires GSI RJ	Ariel and Okcha Quiros RJ	S	2,200,000
5/30/2013	Ariel and Okcha Quiros RJ	Ruggiero JPMC (Attorney for Condo Purchase)	5	2,200,000
\$2.2	Million Used To Pay for \$2.	4 Million Trump Tower		ning ∰ Stander
	Condomini		S	2,200,000

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EXHIBIT Y	
(PHASE VII)	

Summary of Activity--of Biomedical Offering (Phase VII) Account Held at People's United Bank for the Period March 2013 through July 2014 and North East Contract Services Held at People's United Bank for the Period March 2013 through July 2014

Date	Pmts. From Phase VII To NECS		Amount
3/11/2013	North East Contract Services	\$	538,036
6/20/2013	North East Contract Services	\$	2,080,000
3/12/2014	North East Contract Services	\$	4,160,000
7/1/2014	North East Contract Services	\$	1,040,000
	Total Payments TO: North East	\$	7,818,036
		7.1.24	
	Total Payments TO: North East	S	7,900,000

Date	Pmts. From NECS To Quiros		Amount
8/7/2013	Quiros GSI HSBC	\$	300,000
8/8/2013	Quiros GSI HSBC	\$	600,000
8/23/2013	Quiros GSI HSBC	\$	600,000
9/16/2013	Quiros GSI HSBC	\$	132,720
10/10/2013	Quiros GSI HSBC	\$	202,544
3/14/2014	Quiros GSI HSBC	\$	2,985,440
7/16/2014	Quiros JPMC	\$	711,360
	Total Payments TO: Ariel Quiros	S	5,532,064
		1.14	
	Total Payments TO: Ariel Quiros	\$	5,500,000

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EXHIBIT Z (PHASE VII) Summary of Activityof Biomedical Offering (Phase VII) Account Held at Citi Bank for the Pe 2015 to Pay IRS for Quiros	riod April
(PHASE VII) Summary of Activityof Biomedical Offering (Phase VII) Account Held at Citi Bank for the Per 2015 to Pay IRS for Quiros	eriod April
Summary of Activityof Biomedical Offering (Phase VII) Account Held at Citi Bank for the Pe 2015 to Pay IRS for Quiros	eriod April
Summary of Activityof Biomedical Offering (Phase VII) Account Held at Citi Bank for the Pe 2015 to Pay IRS for Quiros	eriod April
Summary of Activityof Biomedical Offering (Phase VII) Account Held at Citi Bank for the Pe 2015 to Pay IRS for Quiros	eriod April
2015 to Pay IRS for Quiros	wanter.
The second s	AREA .
	AREA .
A REAL PROPERTY AND A REAL	and the second s
A CALL AND A	NUMBER OF STREET
Funds Transfer for \$6MM JRS Payment	and the second second
Date From Account To Account A	mount
4/14/2015 Quiros Loan Account Back by Phase VII Funds Quiros GSI Citi Account \$	6,000,000
4/22/2015 Quiros GSI Citi Account Ariel Okcha Citi Account \$	6,000,000
4/22/2015 Ariel Okcha Citi Account IRS \$	6,000,000
	Service Models
Payment TO: IRS \$	6,000,000
· 109.2221630000000000000000000000000000000000	N/7/2 ^*
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EXHIBIT AA (PHASE VII)

Summary of Activity--of Jay Construction Management (Phase VII) Account Held at Raymond James & HSBC for the Period March 2013 through October 2013 for JCM

Date	From Account	To Account	1000	Amount
3/11/2013	Biomedical PUB	Jay Construction Management RJ	S	2,600,000
4/15/2013	Jay Construction Management RJ	Jay Construction Management HSBC	\$	3,017,390
4/16/2013	Jay Construction Management HSBC	IRS	\$	715,930
4/16/2013	Jay Construction Management HSBC	IRS	S	2,301,460
6/11/2013	Jay Construction Management RJ	Jay Construction Management HSBC	S	321,765
6/11/2013	Jay Construction Management RJ	Jay Construction Management HSBC	S	1,235,083
6/14/2013	Jay Construction Management HSBC	IRS	S	1,235,083
6/18/2013	Jay Construction Management HSBC	State of Vermont	\$	321,765
		Phase VII Funds Used FOR Tax Payments	\$	2,600,000
6/20/2013	Biomedical PUB	Jay Construction Management RJ	5	10,400,000
8/1/2013	Jay Construction Management RJ	Jay Construction Management HSBC	\$	45,884
8/9/2013	Jay Construction Management HSBC	State of Vermont	\$	9,847
8/22/2013	Jay Construction Management HSBC	IRS	15	36,031
9/11/2013	Jay Construction Management RJ	Jay Construction Management HSBC	\$	1,556,848
9/13/2013	Jay Construction Management HSBC	IRS	\$	1,235,083
9/18/2013	Jay Construction Management HSBC	State of Vermont	S	321,765
10/1/2013	Jay Construction Management HSBC	State of Vermont	S	2,638
		Phase VII Funds Used FOR Tax Payments	S	1,602,732

	Total Phase VII Funds Used FOR Tax Payments	\$ 4,20	0,000
and the second		Contraction of the second	SPECK STATIS



REVISED EXHIBIT CC (PHASE VII)

Summary of Activity--of Biomedical Offering (Phase VII) Accounts Held at People's United Bank for the Period December 2012 through April 2013 for Land Purchase

	Funds Transfer for \$6MM Land Purchase		
Date	To Account		Amount
12/31/2012	Quiros GSI RJ Account	\$	3,000,000
4/12/2013	Quiros GSI RJ Account	\$	3,000,000
5/30/2013	Trump Tower Condo Purchase	\$	(2,200,000)
	Total Phase VII Payments TO: Qurios	\$	3,800,000

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-	EXHIBIT DD (PHASE VII)]
nmary of Activityof B	iomedical Offering (Phase VII) Account Hel Period March 2014	d at	People's Unit	ted Bank for
and the second				
Date	TO Account		Amount]
Date 3/4/2014	Jay Construction Management	\$ \$	18,200,000	2000-2000 1000 Yes 10 512-342
and the second sec	the second se			

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		HBIT EE ASE VII)	
Summary of Acti) Account Held at Citi Bank for the Period May ly 2015	2015 through
		$= 10^{10} M_{\odot}^{10} M_{\odot}^{10}$	and a particular
	and the second	er TO Pay Investors	
Date	From Account	To Account	Amount
5/8/2015	Quiros Loan Account	Quiros GSI Citi Account	\$ 2,414,000
5/8/2015	Quiros GSI Citi Account	Q Resort Citi Account	\$ 2,414,000
5/12/2015	Q Resort Citi Account	Jay Peak Inc. PUB Account	\$ 2,414,000
		Total Transferred TO: JPI PUB Account	\$ 2,414,000
5/14/2015	Jay Peak Inc. PUB Account	Penthouse2 PUB Account	\$ 328,673
5/14/2015	Jay Peak Inc. PUB Account	Lodge & Townhouse PUB Account	\$ 444,280
5/14/2015	Jay Peak Inc. PUB Account	Golf & Mountain PUB Account	\$ 540,031
5/14/2015	Jay Peak Inc. PUB Account	Stateside PUB Account	\$ 226,690
		Total Transferred FOR: Investor Returns	\$ 1,539,674
Date	From Account	To Account	Amount
May - July 2015	Penthouse2 PUB Account	Investors	\$ 311,645.34
May - June 2015	Golf & Mountain PUB Account	Investors	\$ 395,779.69
May - June 2015	Lodge & Townhouse PUB Account	Investors	\$ 502,383.73
May - June 2015	Stateside PUB Account	Investors	\$ 174,778
		Total Phase VII Funds Paid TO: Investors	\$ 1,384,586
	Parties Television		1.1.1.2.1
and the second		Total Paid for Investor Returns	\$ 1,400,000

	r	· · · · · · · · · · · · · · · · · · ·			ň
			EXHIBIT FF (PHASE VII)		
		3			
	T.	.	· · · · · · · · · · · · · · · · · · ·		
	Summary	y of Activity—of Biomedica	l Offering (Phase VII) Account Held at Citi Bank for 2015 through August 2015	the Pe	riod June
		223) Maria	1	بدر.	1
			То		
	Date	From			Amount
	6/29/2015	Quiros Loan Account	Quiros GSI Cit Account	\$	850,000
	6/29/2015	Quiros GSI Cit Account	JCM Citi Account		850,000
	(Total Transferred TO: JCM Citi Bank	\$	850,000
	6/29/2015	JCM Citi Account	Kyung Soo Lee	\$	20,000
	6/29/2015	JCM Citi Account	Jay Peak Inc.	\$	675,000
	6/29/2015	JCM Citi Account	Dew Construction - Stateside	\$	295,000
,			June Phase VI Payouts	3	253,000
		r.	*	 -ī	-
	Date	From	То	A	Amount
	7/16/2015	Ouiros Loan Account	Quiros GSI Cit Account	\$	2,100,000
	7/16/2015	Quiros GSI Cit Account	JCM Citi Account	\$	2,100,000
			Total Transferred TO: JCM Citi Bank	\$	2,100,000
	7/17/2015	JCM Citi Account	Scott and Partners - Phase VI Vendor	\$	1,961
	7/17/2015	JCM Citi Account	Kilcoyne Architects - Phase VI Vendor	\$	2,858
	7/17/2015	JCM Citi Account	Vermont Testing & Consulting - Phase VI Vendor	\$	3,724
	7/17/2015	JCM Citi Account	Trudell - Phase VI Vendor	\$	19,053
	7/17/2015	JCM Citi Account	Huntington Homes - Phase VI Vendor	\$	153,753
	7/17/2015	JCM Citi Account	DEW Construction - Phase VI Vendor	\$	1,918,651
			July Phase VI Payouts	\$	2,100,000
	4. A	1		میں۔ 19	2
	Date	From	То	A	mount
	8/10/2015	Quiros Loan Account	Quiros GSI Cit Account	\$	1,600,000
	8/10/2015	Quiros GSI Cit Account	JCM Citi Account	\$	1,600,000
		· .	Total Transferred TO: JCM Citi Bank	\$	1,600,000
	8/11/2015	JCM Citi Account	Kilcoyne Architects - Phase VI Vendor	\$	5,693
	8/11/2015	JCM Citi Account	Vermont Testing & Consulting - Phase VI Vendor	\$	6,180
	8/11/2015	JCM Citi Account	Trudell - Phase VI Vendor	\$	12,294
	8/11/2015	JCM Citi Account	Huntington - Phase VI Vendor	\$	437,300
	8/11/2015	JCM Citi Account	DEW Construction - Phase V1 Vendor	\$	630,000
			August Phase VI Payouts	\$	1,100,000
	*			- a .,	

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	EXHIBIT GG	200	12 - 13
	(PHASE VII)	-	and the second second
	yof Biomedical Offering (Phase for the Period March 2013 throu		
Date	TO Account		Amount
3/11/2013	Jay Construction Management	S	2,600,000
	Jay Construction Management	\$	10,400,000
6/20/2013			
6/20/2013	Jay Construction Management	S	18,200,000
	Jay Construction Management	S S	18,200,000 2,600,000
3/4/2014	Jay Construction Management		
3/4/2014 3/12/2014	Jay Construction Management Jay Construction Management Jay Construction Management	\$	2,600,000
3/4/2014 3/12/2014 3/24/2014	Jay Construction Management Jay Construction Management Jay Construction Management Jay Construction Management	\$ \$	2,600,000 200,000
3/4/2014 3/12/2014 3/24/2014 4/8/2014	Jay Construction Management Jay Construction Management Jay Construction Management Jay Construction Management Jay Construction Management	\$ \$	2,600,000 200,000 1,660,000
3/4/2014 3/12/2014 3/24/2014 4/8/2014 7/1/2014	Jay Construction Management Jay Construction Management Jay Construction Management Jay Construction Management Jay Construction Management	\$ \$ \$	2,600,000 200,000 1,660,000 5,200,000

	Total Payments TO: JCM	\$	47,000,000
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EXHIBIT II - Summary of Phase VII Investor Funds at Raymond James & Merrill Lynch September 30, 2015

RJ 8224		Amount
Peoples Bank	\$	75,000,000
Investor Returns	\$	(8,000,000)
	S	67,000,000
ML 2404	đ	Amount
Merrill Lynch	\$	3,500,000
	\$ \$	3,500,000 (1,500,000)
Merrill Lynch		and the second sec
Merrill Lynch	\$	3,500,000 (1,500,000)

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EXHIBIT JJ - Sı	mmary of Phase VII I		ople's United Bank	
	Escrow Account Se	51ember 30, 2013		
	Escrow Funds	\$ 14,000,000]	
EAIIIDIT	kik - Summary	of Payments for Ph: Funds	use .	
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]
Date	Paid From	To Account	-	Amount
3/11/2013	JCM RJ	AnC Bio Pharm	\$	2,000,000
7/12/2013	JCM RJ	AnC Bio Pharm	\$	500,000
10/16/2013	JCM RJ	AnC Bio Pharm	\$	1,000,000
12/5/2013	JCM RJ	AnC Bio Pharm	\$	1,000,000
3/14/2014	GSI HSBC	NNE Pharmaplan	\$	53,126
3/14/2014	GSI HSBC	NNE Pharmaplan	\$	109,293
3/14/2014	GSI HSBC	NNE Pharmaplan	\$	200,000
3/24/2014	JCM RJ	AnC Bio Pharm	\$	200,000
4/7/2014	JCM RJ	NNE Pharmaplan	\$	400,000
5/21/2014	BioMed PUB	NNE Pharmaplan	\$	350,000
6/25/2014	JCM JPMC	AnC Bio Pharma	\$	325,000
7/24/2014	JCM JPMC	NNE Pharmaplan	\$	200,000
8/29/2014	JCM JPMC	AnC Bio Pharma	\$	100,000
10/6/2014	JCM JPMC	AnC Bio Pharma	\$	75,000
10/22/2014	JCM JPMC	NNE Pharmaplan	S	176,887
11/12/2014	JCM JPMC	AnC Bio Pharma	\$	100,000
12/9/2014	JCM JPMC	AnC Bio Pharma	\$	150,000
1/23/2015	JCM ML	AnC Bio Pharma	\$	100,000
2/18/2015	JCM ML	AnC Bio Pharma	\$	100,000
3/30/2015	JCM ML	AnC Bio Pharma	\$	100,000
6/4/2015	JCM ML	AnC Bio Pharma	\$	100,000
4/30/2015	JCM Citi	AnC Bio Pharma	\$	100,000
5/15/2015	GSI Citi	NNE Pharmaplan	\$	91,243
6/29/2015	JCM ML	AnC Bio Pharma	\$	74,000
8/12/2015	JCM Citi	AnC Bio Pharma	\$	70,000
9/2/2015	JCM Citi	AnC Bio Pharma	\$	75,000
and a second	Total P	hase VII Payments	\$	7,749,548

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EXHIBIT KK - Summary of Payments for Phase VII Investor Funds

Date		To Account		Amount
3/11/2013	BioMed PUB	PeakCM	\$	90,199
6/4/2013	BioMed PUB	PeakCM	\$	5,230
6/4/2013	BioMed PUB	PeakCM	\$	21,205
8/28/2013	BioMed PUB	PeakCM	\$	24,947
10/29/2013	BioMed PUB	PeakCM	\$	35,000
12/16/2013	BioMed PUB	PeakCM	\$	17,500
1/30/2014	BioMed PUB	PeakCM	\$	36,915
3/14/2014	BioMed PUB	PeakCM	\$	25,685
4/18/2014	BioMed PUB	PeakCM	\$	20,102
5/1/2014	BioMed PUB	PeakCM	\$	34,930
5/27/2014	BioMed PUB	PeakCM	\$	23,108
6/23/2014	BioMed PUB	VT DNR	\$	118,500
7/1/2014	BioMed PUB	PeakCM	S	34,077
7/28/2014	BioMed PUB	PeakCM	S	22,010
9/2/2014	BioMed PUB	PeakCM	S	17,994
9/23/2014	BioMed PUB	VT DPS	\$	149,166
10/6/2014	BioMed PUB	PeakCM	\$	36,621
11/3/2014	BioMed PUB	PeakCM	\$	8,658
11/26/2014	BioMed PUB	Frost & Sullivan	\$	60,000
12/4/2014	BioMed PUB	PeakCM	\$	3,225
12/4/2014	BioMed PUB	PeakCM	\$	200,000
1/12/2015	BioMed PUB	Frost & Sullivan	\$	36,000
1/23/2015	BioMed PUB	PeakCM	\$	20,268
2/13/2015	BioMed PUB	PeakCM	\$	24,620
2/17/2015	BioMed PUB	Frost & Sullivan	\$	24,000
3/31/2015	BioMed PUB	Frost & Sullivan	\$	6,270
4/21/2015	BioMed PUB	PeakCM	S	37,014
5/8/2015	BioMed PUB	PeakCM	\$	17,500

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Date		To Account	 Amount
5/15/2015	BioMed PUB	Frost & Sullivan	\$ 10,650
6/2/2015	BioMed PUB	PeakCM	\$ 29,203
7/2/2015	BioMed PUB	PeakCM	\$ 105,215
7/3/2015	BioMed PUB	Frost & Sullivan	\$ 47,996
8/27/2015	BioMed PUB	PeakCM	\$ 132,811
9/11/2015	BioMed PUB	PeakCM	\$ 3,369
9/11/2015	BioMed PUB	PeakCM	\$ 485,375
9/12/2015	BioMed PUB	Frost & Sullivan	\$ 3,000
N/A	BioMed PUB	PeakCM	\$ 200,000
		Total Invoices Paid	\$ 2,168,362

	Total Invoices Paid	\$ 2,200,000
and and the state of the state		
an galan a sa	Total Payments to Vendors	\$ 10,000,000

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	IBIT I ASE V		
Summary of Phase VII Account Balancesof September 30, 2015			
Entity	1	Total	
JCM	\$	990,973	
Q-Resorts	\$	1,573,487	
Jay Peak	\$	1,246,006	
Stateside	\$	58,479	
AncBio VT	\$	5,117,236	
NECS	\$	20,383	
GSI	\$	628,185	
Total	\$	9,634,749	
Total	\$	9,600,000	

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		BIT MM SE VII)		
			100 A	
	Activityof Biomedical Offering (Phase VII) I.P. Morgan Chase and Merrill Lynch for th			Inited Bank
	er. Worgan Chase and Werrin Lynch for th	e reflod of Warch 2014 through March	2015	
(1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,			i rir	
Date	From Account	To Account	T	Amount
3/12/2014	Biomedical PUB	Jay Construction RJ	\$	2,600,00
4/8/2014	Biomedical PUB	Jay Construction RJ	\$	1,660,00
5/6/2014	Jay Construction RJ	Jay Construction JPMC	\$	4,000,00
		Jay Construction JPMC	\$	4,000,00
7/1/2014	Biomedical PUB	Jay Construction RJ	\$	5,200,00
7/1/2014	Jay Construction RJ	Jay Construction JPMC	\$	5,200,00
		Jay Construction JPMC	\$	5,200,00
9/2/2014	Biomedical PUB	Jay Construction JPMC	\$	3,540,00
		Jay Construction JPMC	S	3,540,00
10/6/2014	Biomedical PUB	Jay Construction JPMC	\$	2,600,00
		Jay Construction JPMC	\$	2,600,00
1/9/2015	Jay Construction JPMC	Jay Construction Merrill Lynch	\$	10,760,00
3/11/2015	Q Resorts	Jay Construction Merrill Lynch	\$	1,000,00
3/13/2015	Q Resorts	Jay Construction Merrill Lynch	\$	2,470,00
3/13/2015	Q Resorts	Jay Construction Merrill Lynch	\$	2,417,00
3/24/2015	Jay Construction Merrill Lynch	Jay Construction Citibank	\$	16,200,00
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EXHIBIT NN (PHASE VII)

Summary of Activity--of Biomedical Offering (Phase VII) Account Held at Citibank for the Period of March 2015

DATE	FROM	ТО	AMOUNT
3/24/2015	GSI Dade County	Jay Construction CitiBank	\$ 1,600,000
3/24/2015	Jay Construction ML	Jay Construction CitiBank	\$ 16,200,000
3/25/2015	Jay Construction CitiBank	Citi/Pershing, LLC	\$ 15,000,000
3/25/2015	Jay Construction CitiBank	GSI Dade County CitiBank	\$ 1,600,000
3/30/2015	Jay Construction CitiBank	Q Resorts Merrill Lynch	\$ 250,000
		JCM CitiBank Balance	\$ 950,000

Source and Use Of Investor Funds

35 LIMITED PARTNERSHIP UNITS OF	\$500,000 EACH	•		
TOTAL INVESTOR FUNDS				\$17,500,000
USE OF FUNDS				
TOTAL # SQUARE FEET	82,200	1		
TOTAL # SUITES	57	··		
TOTAL # Shell Commercial				
Space transferred to Saint				
Sauveur/Jay Peak, Inc.*	24,000	л		
Note: 57 Hotel Suites owned by LP Investors	: All Commercial Space	owned by Jay Po	eak Inc.	
(1) CONSTRUCTION COST		# S.F.	\$ S.F.	\$ COST
			See note 1	
TOTAL CONSTRUCTION (S.F.)		82,200	\$126.90	\$10,431,000
	· · · · · · · · · · · · · · · · · · ·	02,200	4 120.00	<i>•<i>•••••••••••••</i></i>
(2) FURNISHING & EQUIPMENT		1.000		
# SUITES	AVER	AGE COST PER	SUITE	
17 B Unit		\$18,000	ан сайта (тр. 1996) Историја (тр. 1996)	
27 One Bed	1	\$22,000		
12 Two Bed	<u></u> .	\$27,000		
1 Penthouse	• • •	\$35,000	-	
57		· · · · · · · · · · · · · · · · · · ·	\$1,259,000	
attrakter 3 ³ k		-		
OPERATING SYSTEMS EQUIPMENT	See note 2	and the second sec	\$300,000	\$1,559,000
(3) UTILITIES AND COMMON AREAS	See note 3	÷		\$800,000
(4) DEVELOPER FEES 15%	See note 4	1.		\$1,918,500
	· · · · · · · · · · · · · · · · · · ·			\$000 E00
(5) CONTINGENCIES 5%	See note 5			\$639,500 \$252,000
PRE-OPENING & WORKING CAPITAL-	See note 5			\$352,000
TOTAL COST BEFORE LAND COST				\$15,700,000
LAND - NET COST TO LIMITED				
PARTNERSHIP See note 6	See L.P Agreemer	nt \$2,850,000	-\$1,050,000*	\$1,800,000
TOTAL COSTOF PROJECT PHASE 1				\$17,500,000
b) a start of the second start of the Start Start Start start of the second start of the Start Start Start Start of the second start of the sec	n a fha naistean ann a' Bhaileann ann 2005an am 1937 fe bhair a shao	an a	and a second	a ya di kuba wa sina ilikuwa kuba na mana wakazi (1993) ka di

See Notes to Table below: All square foot measurements are approximate.

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EXHIBIT	,
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Jay Peak Hotel Suites L.P. Offering Memorandum © 2007-All Rights Reserved: Carroll & Scribner Attorneys at Law; Rapid USA Visas Inc. JPI 074111

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Jay Peak Hotel Suites LP Sources and Uses of Investor Funds

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Project Component	Project Cost per Business Plan	Actual Cost per Assets on LP Balance Sheet
Construction Cost	10,431,000	
Utilities and Common Areas	800,000	
Developer Fees	1,918,500	
Contingencies	639,500	
Pre-Opening Working Capital	352,000	
	14,141,000	18,554,029
Furnishings & Equipment	1,559,000	3,457,693
Purchase Price of Land	2,850,000	2,890,720
Less Transfer of Commercial Space	(1,050,000)	
	17,500,000	24,902,442

Completed projects funded by:

35 EB-5 Investors	\$ 17,500,000
Jay Peak Inc. or Affiliate	 7,500,000
	\$ 25,000,000

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Section 2 | Phase II Business Plan

		D COST OF DEVEL		
SOURCE OF FUNDS	5=	e Jay Peak Citwing Men	corendum Phase 8 ** 'Forward	Looking Stalamen
	SHIP INTERESTS; MINIMUM INV	ESTRENT \$500.000:	TOTAL \$75,000,000	
O AMINUSTOR FUNDS	A CONTRACTOR OF STREET, CONTRACTOR	and the second second	\$75,000,000	and the state
OTAL JAY PEAK FUNDS				
TOTAL PROJECT INVESTMENT			\$37,000,000	
Wster Par	k Hotel		Investor Funds	Jay Peak Funds
USE OF FUNDS	Spa/Commercial			
TOTAL GROSS # 60. FT 32402				
TOTAL #120 SUITES AVG:	111,514			
TOTAL # Shell Commercial Space.	22,017			
UNDERGROUND PARKING ADMIN CENTER UNIT	37,558			
ADMIN CENTER ONLY	10,000		fer anne staten bererstelle a	
Notes: Ownership Structures:				
120 Hotel Suites owned by LP Investors:				
Commercial Space, Grocery & Admin Center of	whed and operated by Jay Po	eak Inc.	股 份的 建二	
Andilary Projects owned by Jay Peak Inc. leas	ed to investors rent free for 10	D years		
all net operating profits to L.P. Investors				
	~ ~			
HOTEL	Sq fl	Cost sq fi		
NVESTOR FUNDS FOTAL CONSTRUCTION (S.F.)	171.089	\$181	530,957,109	
FURNISHING & EQUIPMENT	171,005	4101	\$3.855.000	
OPERATING SYSTEMS EQUIPMENT			\$350,000	
ADMIN CENTER & VERMONT DELI	15.000	\$140	\$2,100,000	\$1,575,0
· · · · · · · · · · · · · · · · · · ·				
COMMERCIAL BUILD OUT	25,000	\$130		\$3,250,0
TOTAL HOTEL		Burne M	\$17,052,109	\$4,825,0
			233	
ANCILLARY RESORT ACTIVITY PRO	DIECTS			
ANCILLARY RESORT ACTIVITY PRO	DJECTS Sq.ft	Cost sq ft		
ANCILLARY RESORT ACTIVITY PRO	· · ·	Cost sq ft \$380		
	Sq.ft	•		
NATER PARK	Sq.ft 32,402	\$380	1910-0410-0-0417 5112-312780	
NATER PARK BOLF CLUB HOUSE	5q.ft 32,402 24,000	\$380 \$181	10110110100 1122312200 122312200	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER	5q.ft 32,402 24,000 30,000 15,000	\$380 \$181 \$150 \$120	11110017 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80	
NATER PARK BOLF CLUB HOUSE CE RINK ARENA	5q.ft 32,402 24,000 30,000 15,000	\$380 \$181 \$150 \$120	11110017 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11223182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80 11233182/80	
NATER PARK 30LF CLUB HOUSE GE RINK ARENA 30WLING CENTER note: Projects leased to Partnership on up	5q.ft 32,402 24,000 30,000 15,000	\$380 \$181 \$150 \$120	\$12,3187,90 \$12,3187,90 \$4,500,000 \$4,500,000 \$1,800,000	
NATER PARK 30LF CLUB HOUSE GE RINK ARENA 30WLING CENTER note: Projects leased to Partnership on up	5q.ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r	\$380 \$181 \$150 \$120	\$12,318790 \$4,500,000 \$4,500,000 \$1,800,000 \$10,644,600	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> FOTAL ANCILLARY PROJECTS	5q.ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r	\$380 \$181 \$150 \$120	\$12,318799 \$4,500,000 \$1,800,000 \$1,800,000 \$1,800,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> FOTAL ANCILLARY PROJECTS	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S	\$380 \$181 \$150 \$120	\$12,318799 \$4,500,000 \$1,800,000 \$1,800,000 \$1,800,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> FOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST	Sq.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S	\$380 \$181 \$150 \$120	\$12,3187,90 \$4,500,000 \$4,500,000 \$1,800,000 \$10,844,000 \$10,844,000 \$10,844,000	\$3,443,51
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S	\$380 \$181 \$150 \$120	\$12,3187,90 \$4,500,000 \$4,500,000 \$1,800,000 \$10,644,000 \$10,644,000 \$10,644,000 \$10,644,000 \$10,644,000	\$3,443,51
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,3187,90 \$4,500,000 \$4,500,000 \$10,844,000 \$10,844,000 \$50,008,855 \$1,730,000 \$5,857,876	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,3187,90 \$1,344,000 \$4,500,000 \$1,800,000 \$10,644,600 \$50,008,655 \$1,730,000 \$5,557,816 \$3,000,845	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES -	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,3187,90 \$4,500,000 \$4,500,000 \$10,844,000 \$10,844,000 \$50,008,855 \$1,730,000 \$5,857,876	53,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES -	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,3187,90 \$1,344,000 \$4,500,000 \$1,800,000 \$10,644,600 \$50,008,655 \$1,730,000 \$5,557,816 \$3,000,845	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES -	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,312,730 34,344,000 34,800,000 (\$1,800,000 (\$1,800,000 (\$1,900,000 (\$1,730,000 (\$5,857,876) (\$3,000,845) (\$70,287,128) (\$70,287,128) (\$70,287,128)	53,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES -	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,3187,90 \$1,344,000 \$4,500,000 \$1,800,000 \$10,644,600 \$50,008,655 \$1,730,000 \$5,557,816 \$3,000,845	53,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST PRE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST	5q.t 32,402 24,000 30,000 15,000 <u>to 10 year term at nominal r</u> S PARKING NNG 15%	\$380 \$181 \$150 \$120	\$12,312,790 \$4,500,000 \$4,500,000 \$10,644,000 \$10,644,000 \$10,644,000 \$50,006,888 \$1,730,000 \$5,507,576 \$3,000,845 \$70,287,128 \$70,287,128 \$70,287,128	53,443,5
NATER PARK SOLF CLUB HOUSE GE RINK ARENA SOWLING CENTER note: Projects leased to Partnership on up TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST PRE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 por unit)	Sq. ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r S PARKING NNG 15% 5%	\$380 \$181 \$150 \$120 <u>ent)</u>	\$12,219,750 \$4,500,000 \$4,500,000 \$1,800,000 \$10,844,000 \$10,844,000 \$5,557,816 \$3,000,855 \$1,730,000 \$5,557,816 \$3,000,855 \$1,730,000	\$3,443,51
NATER PARK SOLF CLUB HOUSE GE RINK ARENA SOWLING CENTER note: Projects leased to Partnership on up TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST PRE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) IET COST TO L.P.	Sq. ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r S PARKUNG SING 15% 5% Cost per unit s units	\$380 \$181 \$150 \$120 <u>entj</u>	\$12,312,790 \$4,500,000 \$4,500,000 \$10,644,000 \$10,644,000 \$10,644,000 \$50,006,888 \$1,730,000 \$5,507,576 \$3,000,845 \$70,287,128 \$70,287,128 \$70,287,128	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects feased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) HET COST TO L.P. CONTRACT PURCHASE PRICE	Sq. ft 32,402 24,000 30,000 15,000 10 year term at nominal r S PARKING SING 15% 5% Cost per unit suster 65000 120	\$380 \$181 \$150 \$120 <u>enij</u>	\$12,219,200 \$4,000,000 \$1,800,000 \$10,844,000 \$10,844,000 \$5,857,516 \$30,008,850 \$1,730,000 \$5,857,516 \$33,000,455 \$70,207,725 \$70,207,725 \$500,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) IET COST TO L.P. CONTRACT PURCHASE PRICE FULD CREDIT TO L.P. FOR	Sq. ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r S PARKING NNG 15% 5% Cost per unit # onto 65000 120 30000 120	\$380 \$181 \$150 \$120 <u>entj</u>	\$12,3197,90 34,300,000 34,800,000 310,644,000 310,644,000 35,857,876 33,000,645 34,000,645 35,000,64535,000,645 35,000,64535,000,645 35,000,64535,000,645 35,000,64535,000,64535,000,64535,000,64535,000,6455,000,6455,000,655,000,655,000,655,000,655,000,655,000,655,000	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST SONSTRUCTION MANAGEMENT SUPERVIS CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) LET COST TO L.P. CONTRACT PURCHASE PRICE FULD CREDIT TO L.P. FOR XTERIOR STRUCTURE OF JAY PEAK CON	Sq. ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r S PARKING HNG 15% 5% Cost per unit # units 65000 120 30000 120 MERCIAL SPACE	\$380 \$181 \$150 \$120 enij Totais \$7,800,000 \$3,600,000	\$12,2197,80 \$4,000 \$4,000 \$4,000 \$10,844,000 \$10,844,000 \$0,008,888 \$1,730,000 \$5,857,816 \$3,000,853 \$79,207,125 \$500,000 \$70,797,125 \$500,000 \$4,200,000	\$3,600,0
NATER PARK SOLF CLUB HOUSE GE RINK ARENA SOWLING CENTER note: Projects leased to Partnership on up TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAR CONSTRUCTION MANAGEMENT SUPERVIS CONTINGENCIES - TOTAL BUILD COST PRE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 por unit)	Sq. ft 32,402 24,000 30,000 15,000 to 10 year term at nominal r S S PARKING HNG 15% 5% S Cost per unit # units 65000 120 30000 120 MERCIAL SPACE	\$380 \$181 \$150 \$120 enij Totais \$7,800,000 \$3,600,000	\$12,3127,80 \$4,500,000 \$4,500,000 \$10,844,000 \$10,844,000 \$10,844,000 \$1,730,000 \$5,957,976 \$3,000,843 \$79,297,128 \$500,000 \$4,200,000 \$4,200,000 \$4,200,000	

Section 2 | Penthouse Suites Business Plan

Overall Summ	ary	•		•	Investors
	pject Investors	· · ·			65
	ment Funds from Investors	· · · · ·			\$32,500,0
	ment Funds from Jay Peak Inc		•		\$5,000,0
	IECT FUNDS			B. Lange Stage	\$37,500,0
	PENTHOUSE SUITES				
		# Units	Sq ft	Cost sq ft.	Totais \$
POINT A	Hotels Penthouse Suites			C. C. R.	\$16,468,0
OUNT	(est. sq. ft. includes common area				0 10, 1 00,01
		,	Unit Cost		
	Fixtures & Fittings	65	\$39,500		\$2,172,5
					\$18,640,5
• • • •					
	Contractor Fee	15%			\$2,796,0
· · · · · ·	Contingency	5%			\$932,0
e					000 000 -
•	Sub-Total				\$22,368,60
					04 450 0
	Structural, Engineering, Utilities				\$1,450,0
			Unit Cost		
	Common Area Contribution	55	\$65,000		\$3,575,0
	Total		f		\$27,393;6
ONT'B	Mountain Learning Center				
Between Strategy and Strategy Strategy and Strategy and Strategy and Strategy and Strategy and Strategy and Str	Operations Center and Store.	and the second	5000	350	\$1,750,0
	Café, Bar Bistro and Takeaway in	cl. F & F	3000	375	\$1,125,0
	Bicycles, Tools, Equipment, Tour				\$875,0
-	Shooting Clays - Build and Equipr	nent			\$675,0
•	Total				\$4,425,0
	Project Sub-total				\$31,818,6
	Working Capital				\$681,40
					597 E00 M
NVESTOR PR	UJECT COST				\$32,500,0
and the second					
UNDS FROM	JAY PEAK				
NOUNTAIN BIKE	E AND TOUR TRAILS				
NFRASTRUCTL	IRE COMMON AREAS AND PAR	KING		\$5,000,000	\$5,000,0
•••					
			the second s		

IMPORTANT NOTE: SEE RISK FACTORS: FORWARD LOOKING STATEMENTS

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Construction Costs and build square footages are estimated, actual numbers will vary.

7.

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JA PEAK ERMONT

JAY PEAK GOLF AND MOUNTAIN SUITES L.P. 90 EB-5 INVESTORS \$45,000,000

Golf Cottages Complex, Wedding Chapel, Mountain Top Restaurant and TramsHaus Center \$55m Project Financed by \$45m from EB-5 Investors, \$10m from Jay Peak 13 EEE

OWNED BY L.P.	·	BUILDINGS	A CONTRACT OF THE OWNER OWNER OF THE OWNER OF THE OWNER OWNE	COST	TOTALS
GOLF COTTAGES: HONEYMOC	N COTTAGES (Duplex 2,200 sq ft each building)	50	(average 2 units per bldg)		
1100ft ² approx, each duplex p	er building unit	Cost ft ²			
	1100 ft ²	\$175		\$9,625,000	
	1100 ft ²	\$175		\$9,625,000	
Fit Out	\$20,000 per each res.unit	\$40,000		\$2,000,000	\$21,250,000
Infrastructure		10000		\$1,500,000	\$1,500,000
「今年代」「第二十二		(19) 市在市内的公司	のは治理であるので、おないくない	TOTAL	\$22,750,00
Construction Supervision Co	osts:	Based upon:	\$22,750,000	20	1
Supervision	· ·	1.	15%	a a tanta a	\$3,412,500
Supervision Expenses			5%		\$1,137,500
in the state of th	· · · · · · · · · · · · · · · · · · ·	"如后,此时被引起"。24		SUB-TOTAL	\$27,300,000
TRAM HAUS BUILDING OWN	NED BY JAY PEAK: PART LEASED TO L.P.	Cost ft ²			- 8° 4 6 17 + 8° 4
Commercial First Floor:	15,000 ft ² commercial	\$180		\$2,700,000	100
Commercial Second Floor	15,000 ft ² commercial	\$180		\$2,700,000	\$5,400,000
OWNED BY JAY PEAK: LEA	stand drawn	Cost ft ²	-10g	ACC STATE	5 - ¹⁹ - 19
WEDDING CHAPEL - 120 Per	sons Capacity		200 10	1 (585 S	(12) Sec.
120 Persons Capacity	5000 ft²	\$365			\$1,825,000
Facilities and Build Out	5000 1	¢555			\$850,000
			$e^{-\lambda q R_{\rm e}} = 2^{-\lambda} e^{-\lambda q} e^{-\lambda q}$	SUB-TOTAL	\$2,675,000
OWNED BY JAY PEAK: LEA	SED TO L.P	Cost ft2		國	
MOUNTAIN TOP CAFE BAR	SUNDECKS				
Square Feet	4500 ft ²	\$375			\$1,687,500
Fit Out					\$650,000
Groundworks and Utilities, Ele	vation Costs				\$1,700,000
Tage 1	T spile.	1		TOTAL	\$4,037,500
		The Individual in the			
OTHER COSTS		6	n ¹	2220 1 	1.
Parking Access Roads Drain	age , Groundworks and Infrastructure			the late a set of the	\$2,500,000
LAND	Units			1 m 1 m 1	
Golf Cottages - per building lot	50	\$90,000	\$4,500,000	\$2,700,000	\$1,800,000
Additional Parking, Pathways					\$900,000
Working Capital					\$387,500
TOTAL EB-5 INVESTOR F	UNDS	(4) 新加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加			\$45,000,000
Tram Area Upgrade		201	- 1 - 1		\$2,400,000
General Resort Infrastructure -	DRAINAGE, WETLANDS ETC. AND WELCO	ME CENTER, GOLF MI	NI MART. SKI LIFTS		\$7,600,000
FUNDS FROM JAY PEAK		reader San ander en 1916 - Ander en	- Hora	100	\$10,000,000
TOTAL PROJECT INV	ESTMENT FUNDS	and the second second	化生物现代 一、一词		\$55,000,000
TOTAL PROJECTINV		HULLER PARTY		10/20/2010	\$55,000,001

Report prepared by Rapid USA Visas, Inc. Naples FL : K Douglas Hulme FCCA Chartered Certified Accountant Tel: 239.594.5400 10/20/2010 See Risk Factors "Forward looking Statements"

IMPORTANT NOTE: SEE RISK FACTORS: FORWARD LOOKING STATEMENTS Construction Costs and build square footages are estimated, actual numbers will vary.

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JPI 030667

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Section 2 - Business Plan | Jay Peak Lodge and Townhouses L.P.



JAY PEAK LODGE & TOWNHOUSES L.P. 90 EB-5 INVESTORS \$45,000,000

Townhouses, Golf & Ski Cottages Complex, and Skier and Summer Services Lodge \$60m Project Financed by \$45m from EB:5 Investors, \$15m from Jay Peak

OWNED BY L.P.	The second second		UNITS	-15 and E.M.	COST	TOTALS
VACATION RENTAL TOWNHOUSES: Approx. 1,200	sq ft each unit, built in blocks of t	en units		Per Unit Block	Blocks	
ADJACENT TO SKI-SLOPES: ZONE I			Cost Sq. ft.		3	
Block of three buildings: Total sq ft. each Bldg		13,530	\$230	\$3,111,900	\$3,111,900	1.1
TOTAL SQ FT:		40,590	\$230			\$9,335,70
Fit Out/Furnishings	\$30,000 per each res.unit		\$30,000	\$300,000	\$900,000	\$900,00
Infrastructure	\$200,000 each block (three			\$200,000	\$600,000	\$600,00
21年の1月1日の1月1日の1日に、1月1日の1日に、1日に、1日に、1日に、1日に、1日に、1日に、1日に、1日に、1日に、	いいであるというなどでなる	的由認識認能	经济资产 化消除器		TOTAL	\$10,835;70
Construction Supervision Costs:		Ba	ised upon:	\$10,835,700		
Supervision	and the standard definition of the stand			15%	140-140-140-140-1111200	\$1,625,35
Supevision Exepenses				5%		\$541,78
A STAR CONTRACTOR OF STAR	「「「「「「「「「「」」」」	. Contentine			SUB-TOTAL	\$13,002,84
VACATION RENTAL COTTAGES: Approx. 1,100 sq f	t average each unit			Total Living Units	80	
ADJACENT TO SKI-SLOPES AND GOLF COURSE: 2	ZONE F		Unit Cost			
1	100 sq ft		\$192,500		\$7,700,000	
1	100 sq ft		\$192,500		\$7,700,000	Section 1
Fit Out/Furnishings	\$25,000 per each res unit		\$25,000		\$2,000,000	\$17,400,00
Infrastructure	\$15,000 Pad:		80	15000	\$1,200,000	\$1,200,00
	(1))的 化基本公司 化过度性理论 化化学学 化合金	计学进行的	(語名) 一步发现。		TOTAL	\$18,600,000
Construction Supervision Costs:	1.00	Ba	sed upon:	\$18,600,000	a starter	
Management Fee				10%	Carlo Racello Martines	\$1,860,00
Supervision Expenses				5%		\$930,00
1.940年,1941年,1942年,1942年十月。1	Service and the service	中出这一下,	End Piper and Ca	· 在"是一个主义的"。	SUB-TOTAL	\$\$21,390,000
OWNED BY JAY PEAK: LEASED TO L.P.	Constant and Constants	C. Statistics	and the second	154	ALL ALL MARTINE	Contractioners
SKIER AND SUMMER SERVICES CENTER WIT	H SKIER CAFÉ	at the second states	and a state of the second s			
150 Persons Capacity 12,00	00 sqft		\$240			\$2,880,00
Fit Out/Furnishings						\$870,00
PARKING GARAGE WITH TENNIS COURTS						\$2,200,00
Fixtures and Equipment	and a second					\$480,00
OWNED BY JAY PEAK:				and the state of the	manufacture and the second	
OWNED DI JAT FLAN.		100	enter Carlori		1. (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
AUDITORIUM		in Same a	and the second			\$550,000
AUDITORIUM Fit Out/Furnishings		i Sala a				\$200,000
AUDITORIUM Fit Out/Furnishings	energy and the state of the state		355. 375.	neresta de secto de se		
AUDITORIUM	news 2 and 10 and 20 and 20 and		A CASE AND LABOR OF THE AVE			\$200,000
AUDITORIUM Fit Out/Furnishings TOTAL ANCILLARY FACILITIES		30	A CASE AND LABOR OF THE AVE			\$200,000
AUDITORIUM Fit Out/Furnishings TOTAL ANCILLARY FACILITIES OTHER COSTS:				Credit re: Parking (50%)	-\$1,340,000	\$200,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit		30	\$32,000	Credit re: Parking (50%) \$960,000	-\$1,340,000 \$960,000	\$200,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit		30	\$32,000	Credit re: Parking (50%) \$960,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000
AUDITORIUM Fit Out/Furnishings TOTAL ANCIL LARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc.		30	\$32,000	Credit re: Parking (50%) \$960,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$7,180,000 \$2,420,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads		30	\$32,000	Credit re: Parking (50%) \$960,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$7;180;000 \$2,420,000 \$900,000 \$107,160 \$3,427,160
AUDITORIUM Fit Out/Furnishings TOTAL ANCIL LARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital	1 Marine Association	30	\$32,000	Credit re: Parking (50%) \$960,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$7;180;000 \$2,420,000 \$900,000 \$107,160
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL-EB-5 INVESTMENT FUNDS		30 80	\$32,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$7;180;000 \$2,420,000 \$900,000 \$107,160 \$3,427,160
AUDITORIUM Fit Out/Furnishings TOTAL ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL EB 5 INVESTMENT FUNDS JAY PEAK PROJECT CONTRIBUTIONS		30 80	\$32,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$7;180;000 \$2;420,000 \$900,000 \$107,160 \$3;427,160 \$45;000;000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL OTHER COSTS TOTAL: EB:S INVESTMENT FUNDS JAY/PEAK PROJECT CONTRIBUTIONS Access Rd: #2		30 80	\$32,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,00 \$7;180;000 \$2,420,000 \$900,000 \$107,160 \$3,427,160 \$45;000,000 \$300,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL-EB-5 INVESTMENT FUNDS JAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation		30 80	\$32,000 \$35,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000 \$3,760,000	\$200,000 \$7;180;000 \$2,420,000 \$900,000 \$107,160 \$3,427,160 \$45;000,000 \$300,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL EB-5 INVESTMENT FUNDS JAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	30 80 30237745 \$300,000 2,000,000	\$32,000 \$35,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000	\$200,000 \$77,180,000 \$2,420,000 \$900,000 \$107,160 \$3,427,160 \$3,427,160 \$3,427,160 \$3,427,160 \$3,000,000 \$2,000,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL EB-5 INVESTMENT FUNDS JAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper Stateside Area	s S S1	30 80 902313 \$300,000 2,000,000 1,700,000	\$32,000 \$35,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000 \$3,760,000	\$200,000 \$7;180;000 \$2,420,000 \$900,000 \$107,160 \$3,427,160 \$3,427,160 \$3,427,160 \$3,000,000 \$3,000,000 \$3,000,000 \$11,700,000
AUDITORIUM Fit Out/Furnishings TOTAL-ANCILLARY FACILITIES OTHER COSTS: LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL EB-5 INVESTMENT FUNDS JAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper	s S S1	30 80 30237745 \$300,000 2,000,000	\$32,000 \$35,000	Credit re: Parking (50%) \$960,000 \$1,800,000	-\$1,340,000 \$960,000 \$2,800,000 \$3,760,000	\$200,000 \$77,180,000 \$2,420,000 \$900,000 \$107,160 \$3,427,160 \$3,427,160 \$3,427,160 \$3,427,160 \$3,000,000 \$2,000,000

Report prepared by Rapid USA Visas, Inc. Naples FL : K Douglas Hulme FCCA Chartered Certified Accountant Tel: 239.594.5400

5/9/2011

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JPI 000878

Section 2 - Business Plan | Jay Peak Hotel Suites Stateside L.P.,

COST

TOTALS

Approx 1,100 sq ft average cach unit

VACATION RENTAL COTTAGES: Approx 1,100 s	q ft average each unit		otal Living Units	84	
		Cost Sq. It.		and the second se	
	1100 sq lt	\$185		\$6,547,000	
	1100 sq II	\$185		\$8,547,000	
Fit Out	\$27,500 per each res.unit	\$55,000		S2.310.000	\$19,404.0
		84	15000	\$1,260,000	51,260.0
Unit Infrastructure	\$15,000 Pad:	04	1.3130	31,200,000	
Utilities, Stormwater, Arch, Etc. Fees, Permits, Road	is	Water and a lot of free	AND ADDRESS OF THE OWNER		\$1,800,00
		Carlie Carlos de		LATOTAL	122 464,00
Construction Supervision Costs	and destroy of the second s	Based upon:	\$22:464:000	a chief market are the	· inclusion and
and the second design of the second s	and the second	- and the second	10%	the subscription of the	\$2,246,40
Supervision				and the second se	
Supevision Exceenses	A second s		5%		\$1.123.20
		计中国 的复数形式		SUB TOTAL	6526 833 60
STATESIDE HOTEL SUITES					
		70000			
72,000 sq 11 builiding on three floors (1 or 2 Buildings)		72000			
	12 Units Studio Apartments apprx 600 sq ft, unit	7200	300	\$2,160,000	
Residential Second Floor	36 Units Studio Apartments apprx 600 sq ft. unit	21600	300	\$6,480,000	
	36 Units Studio Apartments apprx 600 sq ft. unlt	21600	300	\$6,480,000	
Residential Third Floor	30 Units Studio Apartments apply 600 54 in unit				
		50400			
	Common Areas	7200	245	\$1,764,000	
	Indoer Swimming Pool and Leisute Area	3600	385	\$1,386,000	
		61200			
		Confidences Inches 712 Day 2 and	ALE 80000	\$2,520,000	
FILOUI string st	Fixures and Employer and a strain and an in-	AI 64	Printing of the local division of the local	02020000	010,750,00
Construction Supervision Costs:		Based upon:	\$20,790,000	and the second s	
		And and a feed of	15%		\$3.115.50
Supervision			5%		\$1.039.50
Supevision Expenses			570		
Sub-total				22 CONTRACT	\$24,948,00
10800 sq f: commercial	Commercial Retail, Restaurant, and Services	10800	200	\$2,160,000	\$2,160,00
Todou aq n commandar					
In the state of the	CONTRACTOR OF A DESCRIPTION OF A DESCRIP	Contraction and Address of the	OTEL COMPLEX	TOTAL	N-327-108'01
AND A DESCRIPTION OF A	And the second fit of the second framework and the second	and mountaining	DTLL CONTRACTOR	a second a source of	- And and the state
OWNED BY JAY PEAK: LEASED TO L.P.	and the second	Distance - Annu	and a contract of	a sugar a star	A MAY N'S
MEDICAL CENTER: Stage 1	Card Gard Contraction of the			and the second se	
· · · · · · · · · · · · · · · · · · ·		5000	Cost Sq. II.	\$295	\$1,475.00
Square Feet		0000	ober og. ni		\$600.00
Fit Out					
Groundworks and Utilities	and the second		and the second second		\$250,00
TOTAL	and a state of the	and and a series of the series	Nutrous Harrison (24-24)		12,325,00
		Contractor of the second		A A A A A A A A A A A A A A A A A A A	n - marterat
OWNED BY JAY PEAK: LEASED TO L.P	Margaria.	1. 1. Stores	Johne	allanusin	The Handlerst
GUEST RECREATIONAL SERVCES CENTER					
Square Feet		15000	Cost Sq. ft.	\$300	\$4,500.0
a second a s			Cost Sq. fl.	\$150	\$2,250,0
Fit Out and recreational elements and units					\$500,0
Groundworks and Utilities				When the second states and	and the second se
TOTAL	and the second	STATISTICS STATISTICS			\$7,250,01
				·	1
OTHER COSTS:					1000
		84 \$30,000	\$2,520,000	\$2,520,000	22
LAND: Goll Collages - per duplex pad		\$25,000	and a second	\$2,100,000	R. aller
Hotel Suites Bonaventure per unit	2	\$20,000			1-1-11-1-
Credit for commercial areas owned/operated by	Jay Peak Inc.			-\$2,160,000	and the second second
	A A A A A A A A A A A A A A A A A A A			\$2,460,000	\$2 480,0
Hotel infrastructure	- in			\$525,000	\$525,0
An enclosed and the second states of the second states and the second st				Trank I and	\$1,340.0
PARKING, PATHWAYS etc.					
Working Cepital					\$158,4
		The Inc	TRANSFE ALL A	ALL STRANGERS SHE IN	
SUB-TOTAL OTHER COSTS	a construction of the second	and the same is	- Call-	and a distance	\$4,483,40
NVESTOR PROJECT COSTS.	·····································		和 一 公子用 中有 子	Addition to that Con 1	S67,000 01
					STORE TO AND
IAV PEAK PROJECT CONMRIBUTIONS	TRACE TO MANY SHARES TO POINT AND A	Service Service Service	See Bally Control	但他的影響性自己的	
	\$1,500,0	00			\$1,500,00
New Access Rd: #3 and #4					\$2,500,0
Main Drainage, Storm Water Allocation,	\$2,500,0				
Commercial Areas Build out	\$4,000,0	00			\$4,000.0
General Infrastructuro, Waste Management	\$1,500,0				\$1,500.0
					\$3,000,0
	\$3,000,0	00			
New Snowmaking Facilities					\$7,500,0
New Snowmaking Facilites	\$7,500.0	00	<u></u>		
New Snowmaking Facilites Lift relocations	\$7,500.0	00	de la	S	\$20,000,00
New Snowmaking Facilites	1	00	ng samakan sama	To Walter and the	

See Disclarger Forward looking Statements"

JAY 樂PEAK

VERMONT

OWNED BY L.P.

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Section 2 Business Plan

clean rooms and manufacturing space, offices and conference space, and to attract and hire qualified individuals to work at the facility in Orleans County, Vermont. The projected use of the funds is detailed in the chart embedded below:

		1	Cost per
	\$118m Project Financed By \$110m From EB-5 Investors and \$8m From AnC Bio Vermont, LLC		
	Biomedical Research Facility, Medical Device, Manufacturing, Medical Device Distribution, Biomedical Clean Rooms		•••) = the maximum of the parameters is an (1) (1) or (1)
	220- EB5 Investors \$110,000,000		
	Projected Sources and Uses of Funds		
J	ay Peak Biomedical Research & Development Center L.P.		

L.P.		Square Cost	Per		
	And In Acardler Last				A DESCRIPTION OF MANY
이 것 같은 것 않는 것 같은 것 같				\$	6,000,00
Research Clean Rooms		Footage Sg.	Ft.		
Construction Clean Rooms		30,000 \$	560	\$	16,800.00
Construction Clean Rooms Support Areas	and the second	15,000 S	140	\$	2,100,00
Construction & Fit Out/Furniture	Sec. 19 10 14			\$	250,00
Construction Manufacturing & Distribution Areas		15,000 \$	175	\$	2,625,00
Construction Mechanical Floor		7,500 \$	190	\$	1,425,00
Construction & Fit Out/ Equipment				5	40,035,3
		and the second second in the second se	ON	5	63,235,37
		& HI OUI COSIS	andream (n. 1976) Andream (n. 1977)		
n Supervision Costs		Percent	of Cost		
		A state of the second state	15%	\$	9,485,30
Supervision expenses	的。这些意志的	San di Sanata da Arti. Artico di Sanata	5%	\$	3,161,7
		SUB- TO	TAL	\$	75,882,44
	d.		1	1	
				100	10
				5	2,500,00
				S	2,500,00
C-Pak				5	4,000,00
E-Liver		1 in a street state for		\$	1,000,00
fr		SUB-TO	TAL	\$	10,000,00
·				-	•
STS ar	174	+ News			
	der.	18 Acres			2,100,00
					387,92
Working Capital				\$	15,629,63
		SUB- TO	TAL	Steam	18, 117, 55
RVICES From AnC Bio Vermont, LLC for certain Infrastru	ucture, Utilities, Sev	and the second se	- F		8,000,00
		GRAND T	OTAL	\$	118,000,00
	Construction Clean Rooms Support Areas Construction & Fit Out/Furniture Construction Mechanical Floor Construction & Fit Out/Equipment In Supervision Costs Supervision Supervision expenses	Construction Clean Rooms Support Areas Construction & Fit Out/Furniture Construction Mechanical Floor Construction & Fit Out/ Equipment n Supervision Costs Supervision Supervision Supervision expenses L.P. & Marketing Rights TPLS Stem Cell Culture C-Pak E-Liver STS Design, Architecture & Engineering Parking, Access Roads, Dreinage, Infrastructure Working Capital	Construction Clean Rooms Support Areas 15,000 \$ Construction & Fit Out/Furniture Construction Manufacturing & Distribution Areas 15,000 \$ Construction Manufacturing & Distribution Areas 15,000 \$ Construction Mechanical Floor 7,500 \$ Construction & Fit Out/ Equipment TOTAL CONSTRUCTIO & Fit Out/ Equipment UTOTAL CONSTRUCTION & Fit Out/ Equipment Utotal & Fit Out/ Costs & Eureent & SUB-TO & SU	Construction Clean Rooms Support Areas 15,000 \$ 140 Construction & Fit Out/Furniture 15,000 \$ 175 Construction Manufacturing & Distribution Areas 15,000 \$ 175 Construction Mechanical Floor 7,500 \$ 180 Construction Mechanical Floor 7,500 \$ 180 Construction Mechanical Floor 7,500 \$ 180 Construction & Fit Out/Equipment TOTAL CONSTRUCTION & Fit Out COSTS In Supervision Costs Percent of Cost Supervision 15% Supervision 15% Supervision expenses 5% SUB- TOTAL 1 LP. 1 & Marketing Rights 1 TPLS Stem Cell Culture C-Pak 1 E-Liver 1 STS Design, Architecture & Engineering Parking, Access Roads, Drainage, Infrastructure Vorking Capital	Construction Clean Rooms Support Areas 15,000 \$ 140 \$ Construction & Fit Out/Fummure \$ Construction Mechanical Floor 7,500 \$ 190 \$ Construction Mechanical Floor 7,500 \$ 190 \$ Construction & Fit Out/Equipment \$ TOTAL CONSTRUCTION \$ n Supervision Costs Parcent of Cost Supervision in spetneses 5% \$ Supervision expenses 5% \$ Supervision expenses 5% \$ Supervision Robits \$ Supervision Supervision Costs Parcent of Cost Supervision Supervision 15% \$ Supervision Supervision 5% \$ Supervision Supervision 5% \$ Supervision Supervision Supervision 5% \$ Supervision Su

CREDIT AGREEMENT

This Credit Agreement dated as of this 18 day of June, 2008 is made by Jay Peak Hotel Suites LP referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Hotel Suites LP and in consideration of such credit Jay Peak Hotel Suites LP agrees with the Creditor as follows:

1. "Credit" means financial accommodation of any kind. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

2. Either before or after revocation of this Agreement and in such manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

3. Debtor(s) unconditionally promises to pay to Creditor or its order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 54046365 & 54046370 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

4. In additional to all liens and rights of setoff which Creditor may have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening their accounts, Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of its affiliates, numbered 54046365 & 54046370. Each such lien or right of setoff may be exercised with or without demand upon or notice to Debtor(s), shall

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RJA-Quiros-008186

continue in full force unless specifically waived or released by Creditor, in writing, and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

5. Creditor need not take any action against any other person, firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

6. Until all Debtor(s)'s indebtedness has been paid in full, Debtor(s) shall be bound by the terms to this agreement.

7. Debtor(s) hereby represents to Creditor that Debtor(s)'s accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

8. Debtor(s)'s liability shall continue notwithstanding the incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

9. All rights, powers, and remedies of Creditor under this Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

10. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement. Jun 19 2008 2:31PM GSI OF DADE COUNTY INC. 1(30) 08/19/2008 13:28 FAX 3055290046 RAYMONDJAMES

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12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or mailed certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas County, Florida.

Amount of Agreement, if limited:	N/A dollars.
	Jay Peak Hotel Spite CP
	By: And the
	Arial I Quiros

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CREDIT AGREEMENT

This Credit Agreement dated as of this 6 day of February, 2009 is made by Jay Peak Hotel Suites LP referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Hotel Suites LP and in consideration of such credit Jay Peak Hotel Suites LP agrees with the Creditor as follows:

1. "Credit" means financial accommodation of any kind. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

2. Either before or after revocation of this Agreement and in such manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

3. Debtor(s) unconditionally promises to pay to Creditor or its order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 60350726 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

4. In additional to all liens and rights of setoff which Creditor may have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening their accounts, Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of its affiliates, numbered 54046365, 54046370 and 14294710. Each such lien or right of setoff may be exercised with or without demand upon or notice to

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Debtor(s), shall continue in full force unless specifically waived or released by Creditor, in writing, and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

5. Creditor need not take any action against any other person, firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

6. Until all Debtor(s)'s indebtedness has been paid in full, Debtor(s) shall be bound by the terms to this agreement.

7. Debtor(s) hereby represents to Creditor that Debtor(s)'s accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

8. Debtor(s)'s liability shall continue notwithstanding the incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

9. All rights, powers, and remedies of Creditor under this Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

10. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement. 12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or mailed certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas County, Florida.

Amount of Agreement, if limited:	N/A	dollars.
	Jay Peak Hotel Suite F By: Ariel I Quitos	

Case 1:16-cv-21301-DPG Document 66-3 Entered on FLSD Docket 04/25/2016 Page 30 of 32

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651 OF DHDE COUNTY INC. 1(305)573-3083

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CREDIT AGREEMENT

This Credit Agreement dated as of this 28 day of February, 2012 is made by Jay Peak Inc. referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Inc. and in consideration of such credit Jay Peak Inc. agrees with the Creditor as follows:

1. "Credit" means financial accommodation of any kind. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

2. Either before or after revocation of this Agreement and in such manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

3. Debtor(s) unconditionally promises to pay to Creditor or its order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 28102589 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

4. In additional to all liens and rights of setoff which Creditor may have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening their accounts, Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of its affiliates, numbered 54071581 and 54073066. Each such lien or right of setoff may be exercised with or without demand upon or notice to Debtor(s), shall continue in full force unless specifically waived or released by Creditor, in writing,

EXHIBIT

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and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

5. Creditor need not take any action against any other person, firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

6. Until all Debtor(s)'s indebtedness has been paid in full, Debtor(s) shall be bound by the terms to this agreement.

7. Debtor(s) hereby represents to Creditor that Debtor(s)'s accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

8. Debtor(s)'s liability shall continue notwithstanding the incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

9. All rights, powers, and remedies of Creditor under this Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

10. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement.



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> 12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or mailed certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas County, Florida.

Amount of Agreement, if limited:

N/A dollars.

Jay Peak Inc. By:

Owner Q.Resorts Inc. Ariel Quiros --

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28102589 5407158	1,54128224,54073066
15811174, 14294772	Completed
	Date_ <u>\$ 6 13</u>
CREDIT AG	REEMENT Initials
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This Credit Agreement dated as of this 5 day of August, 2013 is made by Jay Peak Inc. referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Inc. and in consideration of such credit Jay Peak Inc. agrees with the Creditor as follows:

1. "Credit" means financial accommodation of any kind. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

2. Either before or after revocation of this Agreement and in such manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

3. Debtor(s) unconditionally promises to pay to Creditor or its order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 28102589 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

4. In additional to all liens and rights of setoff which Creditor may have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening their accounts, Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor Including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of its affiliates, numbered 54071581, 54128224, 54073066, 15811174, and 14294772. Each such lien or right of setoff may be exercised with or without demand upon or notice to Debtor(s), shall continue in full force unless specifically



Aug 05 2013 1:57PM GSI OF DADE COUNTY INC.

1 (305) 579-9083

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waived or released by Creditor, in writing, and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

5. Creditor need not take any action against any other person, firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

6. Until all Debtor(s)'s indebtedness has been paid in full, Debtor(s) shall be bound by the terms to this agreement.

7. Debtor(s) hereby represents to Creditor that Debtor(s)'s accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

8. Debtor(s)'s liability shall continue notwithstanding the incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

9. All rights, powers, and remedies of Creditor under this Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

10. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement. Aug 05 2013 1:57PM GSI OF DADE COUNTY INC. 1(305)579-9083

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12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or mailed certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas County, Florida.

Amount of Agreement, if limited:

N/A dollars.

Jay Peak Inc. By:

Ariel I Quiros – Owner Q.Resorts Inc. Parent Cempany of Jay Peak Inc.

RJA-Quiros-009525

Loan Number	Bates #
Quiros Citi Bank Loan XXXXXXXXXXXXX0032	CPB - 00150 - CPB - 00175
Quiros Citi Bank Loan XXXXXXXXXXXXX0010	CPB - 00150 - CPB - 00175
Quiros Citi Bank Loan XXXXXXXXXXXXX0008	CPB - 00150 - CPB - 00175
Quiros Citi Bank Loan XXXXXXXXXXXXX0006	CPB - 00150 - CPB - 00175
Quiros Citi Bank Loan XXXXXXXXXXXXX0006	CPB - 00150 - CPB - 00175



Client Relationship A		1	CPB Reprofentative & Str Signature verified by:	Build and a start
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Case 1:16-cv-21301-DPG Document 66-4 Entered on FLSD Docket 04/25/2016 Page 6 of 44

Private Bank Client Relationship Ad	greement signature card	cîti
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Bank Use Only (check that all apply)

Employment Verified Phone Verified Itdentifications/References waived Check Waived/ Overridden ACAPS Overridden

*Agent(s) appointed under a power of attorney, if any, must sign this signature card below the Applicant and Co-Applicant signatures.

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SIGNATURE CARD-PAGE 1 OF 1

item PBG713CRA (Rev. 1/15)

APPLICATION-PAGE 28 OF 30



Client Delationch	nip Agreement signature card	
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Bank Use Only	the second second loof 1 Signature Cards	Hary Jana Dacak
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merified below unless otherwis	accounts opened pursuant to the Client Relationship Agreement applications in the insertion of an account number in the "Bank Use Only" set to the occount specified only.	ction above. The insertion of
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Private Bank Client Relationship Agree	
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	er (To be completed only if this Signature Card or one account; see "Agreement" below) Association Suite 31,00 Suite 33,31 Miami FL 33,31 Miami FL 33,31 Miami Signature Card Miami Signature C
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lfor example: "John Doe" or "John Doe & Nary Doe" or "Estate of Mary	/Doe")
Applicant (Primary)	(DIII)
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CHECK PROCESSING FILE *Agent(s) appointed under a power of attorney, if a	any, must sign this signature card below the Applicant and Co-Applicant signatures.
© 2015 CITIGROUP INC.	SIGNATURE CARD-PAGE 10F1
	APPLICATION-PAGE 28 OF 30

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Please print requested information and sign the two cards within the box. Sign with blue or black ink only. PEG302-A (Rev 1)16

Title of Account Jay Peak	ACCOUNT SIGNATURE Biomedical Research Park L	
Taxpayer ID #	144-08	Date Opened 03/06/2015
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ORIGINAL-ACCOUNT OPENING

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Client Relationship Agreement SIGNATURE CARD

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Case 1:16-cv-21301-DPG Document 66-4 Entered on FLSD Docket 04/25/2016 Page 11 of 44

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Is this entity effectively controlled or of	and a state of the			■ No	Adam off	
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Cit Private Bank is a business of Citigroup Inc. ("Citigroup"), which provides its chern's access to a provid any of pipduct's and services available through bank and non-bank atfalates of Citigroup. Not all products and services are provided by all attilates or are available at all locations, 5 2014 Citigrane NAA, Memberr/DIC, Calibusiness Citigram and Citiwith ArC Destantare registered service marks of Citigroup Inc. 10556 HCII, 04/14) the series à

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Private Bank BUSINESS DEPOSIT ACCOUNT APPLICATION



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Private Bank BUSINESS DEPOSIT ACCOUNT APPLICATION SIGNER INFORMATION-Complete for each signer. If more than 4 signers, then add

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Page 3 of 4 9389: 175000 D4/14 1. 824

10 Partici
Private Bank **BUSINESS DEPOSIT ACCOUNT APPLICATION**

ACCOUNT AGREEMENT AND AUTHORIZATION ITO BE COMPLETED BY CUSTOMER ONLY)

By signing below, I acknowledge and agree both individually, as applicable, and on behalf of the business identified in this application (the "Business"); (I) to be bound by any agreement governing any account and service for which I am applying for within including the terms and conditions of the Citibusiness be bound by any agreement governing any account and service for which I am applying for within including (ine terms and conditions of the CitiBusiness Client Manual and Schedule of Fees and Charges; (2) Citibank may obtain credit reports and make other inquiries It deems appropriate about both the Business and me individually; (3) any signer identified within this application may open additional accounts and enter into contracts for banking services on behalf of the Business; (4) and if I am a plan sponsor and/or plan Ilduciary and the plan is subject to the Employee Retirement Income Security Act of available to me reasonably in advance of my decision to open the account and that after my review, I made an independent decision that the fees and other posting updated documents and/or notices at http://citi.com/investorinfo/advisoryprivacy/408b2disclosures.html and, that I am responsible for checking the website periodication for such indates.

TAX CERTIFICATION - ADDITIONAL DOCUMENTATION REQUIRED TO AVOID TAX WITHHOLDING

In accordance with requirements of the Internal Revenue Code, Lunderstand that my business must supply Citibank with a property executed tax certification form to establish U.S. Person or non-U.S. Person status for U.S. tax information reporting purposes. To comply with such requirement, my business will provide an executed IRS Form W-9 or Form W-8, as appropriate. If a validly executed IRS Form W-9 or Form W-8 is not provided, I understand that Citibank will implement backup withholding on interest earned on my business account(s) immediately upon account opening. Such backup withholding will continue to apply until the appropriate validly executed tax certification form is provided. If this occurs, Lunderstand that

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Forms W-9 and W-8 and associated instructions can be obtained on the IRS Forms and Publications website, the link for which is:

http://www.irs.gov/Forms-&-Pubs

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Page 4 of 4

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Citi Private Bank



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ORIGINAL-ACCOUNT OPENING

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Citi Private Bank



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CitiBusiness' account signature card

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ORIGINAL-CHECK PROCESSING

Please print requested information and sign the two cards within the box. Sign with blue or black ink only. F86302-A (Rev. 3/11)

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BUSINESS DEPOSIT ACCOUNT APPLICATION Private Bank

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Check if the Applicant is a sole proprietor or single member limited liability company. The SSM of the sole proprietor or single member must be attorney or other document required), in which case the payee shall be said party (if two parties are named in "Title of Account," use first named party's TIN/SZN, in which case the payee shall be the first named party).

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Case 1:16-cv-21301-DPG Document 66-4 Entered on FLSD Docket 04/25/2016 Page 18 of 44

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BUSINESS	DEPOSIT	ACCOUNT	APPLICATION

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Private Bank BUSINESS DEPOSIT ACCOUNT APPLICATION

SIGNER INFORMATION-Complete for each signer. If more than 4 signers, then add Signer Personal Information form. Do any owners own 25% or more of the business but are not signers on the account? Yes No

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First Name Ariel	1	ML ^{&}	Last Name Quiros			ir			Suffix	Date of Birth 5/12/1956
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Citi Private Bark is a pusiness of Citigroup Inc. ("Citigroup"), which provides its clients access to a broad array of products and services available incouph bags and non-bank affiliates of Citigroup. Not all products and tervices are provided by all affiliates or are available at all locations. © 2014 Citigrani, N.A., Member FDIC: Citigrainess, Citigranic and Citi with Arc Design are registered service north of Citigroup Inc. 105563 (Citigranic)

Page 3 of 4 9889 195600 04/14

Private Bank BUSINESS DEPOSIT ACCOUNT APPLICATION

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ACCOUNT AGREEMENT AND AUTHORIZATION (TO BE COMPLETED BY CUSTOMER ONLY)

By signing below, I acknowledge and agree both individually, as applicable, and on behalf of the business identified in this application (the "Business"): (i) to be bound by any agreement governing any account and service for which I am applying for within including the terms and conditions of the ChiBusiness": (i) to client Manual and Schedule of Fees and Charges; (2) Citibank may obtain credit reports and make other inquiries if deems appropriate about both the Business and me individually; (3) any signer identified within this application may open additional accounts and enter into contracts for banking services on behalf of the Business; (4) and If I am a plan sponsor and/or plan fiductary and the plan is subject to the Employee Retirement income Security Act of available to me reasonably in advance of my decision to open the account and this after my review, I made an independent decision that the fees and other compensation are reasonable for notices at http://citi.com/investorinto/advisoryprivacy/408b2disciosures.html and that I am responsible for checking the website periodically for such updates.

TAX CERTIFICATION - ADDITIONAL DOCUMENTATION REQUIRED TO AVOID TAX WITHHOLDING

In accordance with requirements of the Internal Revenue Code, Lunderstand that my business must supply Citibank with a property executed tax certification form to establish U.S. Person or non-U.S. Person status for U.S. tax information reporting purposes. To comply with such requirement, my business will provide an executed IRS Form W-9 or Form W-8, as appropriate. If a validly executed IRS Form W-9 or Form W-8 is not provided, I understand that Citibank will implement backup withholding on interest earned on my business account(s) immediately upon account opening. Such backup withholding will continue to apply until the appropriate validly executed tax certification form is provided. If this occurs, I understand that Citibank may not be able to refund the withheld faxes.

Forms.W-9 and W-8 and associated instructions can be obtained on the IRS Forms and Publications website, the link for which is:

http://www.irs.gov/Forms-&-Pubs

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Print First and Last Name	Authorized Signature
President	2.13.15
Business Title (Capacity Acting In)	Date
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Print First and Last Name	Authorized Signature
Business Title (Capacity Acting In)	Date

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Please print requested information and sign the two cards within the box. Sign with blue or black ink only. PBG3024 (Rev. 3/11)

Citi Private Bank

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Private Bank				Citi
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Title Pres		Phone 305-579-9082
Name. Ali A		Social Security No. 1946
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ORIGINAL-CHECK PROCESSING

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Please print requested information and sign the two cards within the box. Sign with blue or black ink only. P86302A (Rev. 3/1)

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Citi Private Bank

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Please print requested information and sign the two cards within the box. Sign with blue or black ink only. PBG302A (Rev. 3/8)

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ORIGINAL-ACCOUNT OPENING

Please print requested information and sign the two cards within the box. Sign with blue or black ink only. P86302-A (Rev. 1/11)

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CitiBusiness' Account SIGNATURE CARD

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ORIGINAL-CHECK PROCESSING

Please print requested information and sign the two cards within the box. Sign with blue or black ink only. FBG3024 (Pzv. 3/1)

Citi Private Bank citi CitiBusiness' account signature card Card # ____ of # ____ Tille of Account Jay Construction Management, Inc. Taxpayer ID # 1190 Date Opened 03/04/2015 Account Numbers Account d'univers (Account d'univers should only ée Bated II signature Card only explices to account being menuel Number of Authorized Signers 2 Number of Signatures Required 1 Branch Number 101 opened) Expense Code. 101 Signature Certification (High be over president sole stockholder, secretary, general partner, member er manager, as appropriate.) setting that the signatures appearing on this card are authentic. President Signature 2.13.15 fille Name Ariel LOuiros Date Social Security No. Title President -5445 Phone a Name Lucia Katia Perez Social Security No. Tille Authorized Signer 3454 Phone 3 Name Social Security No. Title Phone Name Social Security No. Title Phone Name Social Security No. Title Phone Namo Social Security No. Title Phone Name Social Security No. Title Phone **Please** Not atch exactly with the orresponding name and number listed above 3 Mary Jane Dacek Private Bank J Vice President Associate Banker ١ S. Bisceyne Blvd 10 3100 Sumaline Stamp 23 Miami, FL ADIGINAL-ACCOUNT OPENING

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Cfli Private Bank Is a business of Citigroup Inc, ("Citigroup"), which provides its clients access to a broad array of products and services available Urouon back and noorban, allibrites of Citigroup, Not all products and services assproved by all affiliates or are available at albiocations, O 2014 Citibrik, N.A., Member FDIC, CitiBusiness, Citibank and Citi with Arc Design are registered service marks of Citigroup Inc. 105563 (citi.04/14)

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Private Bank BUSINESS DEPOSIT ACCOUNT APPLICATION SIGNER INFORMATION-Complete for each signer. If more than 4 signers, then add Signer Personal Information form. Do any owners own 25% or more of the business but are not sighers on the account? OYes BNO SIGNER 1 Date of Birth Suffix MI. Last Name Ч., 52 First Name . 5/12/1956 Quiros Ariel Telephone Number % Сотралу Email Address **Business Title** 24 g 305-579-9082 Owned 100 a.quiros@att.net President Social Security Number/ITIN* Issue Card Mother's Malden Name First School Attended Debit DATM B None 5445 •••• Colon **Good Shepherd** If Resident Allen or NRA'or PRA, then complete A and B below: Citizenship (Select One) D Non Resident Alien (NRA) A. Countries of Citizenship: E US Cifizen B. Is Signer's Senior Public Figure (SPF) or related to an SPF? DYes DNo D Resident Aljen D'Permanent Resident Allen (PRA) Expiration Date: Nimber Issue Date Identification - Type State 04/30/2014 2022 FL. Driver's License SIGNER 2 Sulfix Date of Birth **Last Name** First Name ÷... Mi 1.10 Ľ., : Perez Lucia Katla :.. **Telephone** Number % Company Email Address **Business Title** kaliap0124@yahoo.com 305-579-9082 Owned 0 Admin ् ्र Social Security Number/ITIN* Issue Card: Mother's Maiden Name First School Attended Debit DATM DNone 3454 NA NA If Resident Alien or NRA or PRA, then complete A and B below: Citizenship (Select One) D Non Resident Allen (NRA) A. Countries of Citizenship: I US Citizen CResident Alien . Permanent Resident Alien (PRA) B. Is Signer a Senior Public Figure (SPF) or related to an SPF? Q Yes. No **Expiration Date Issue Date** Identification - Type State Number 10/09/2009 01/24/2018 FL **Driver's License** SIGNER 3 Suffix Date of Birth MI Last Name First Name ÷ Telephone Number % Company **Business Title** Email Address Owned First School Attended Mother's Maiden Name Social Security Number/ITIN* Issue Card: Debit DATM DNone If Resident Allen or NRA or PRA, then complete A and B below: Citizenship (Select One) <u>.</u> A. Countries of Citizenship: : D Non Resident Allen (NRA) TI US Citizen B. Is Signer a Senior Public Figure (SPF) or related to an SPF? O Yes O.No. D Resident Alien D Permanent Resident Alien (PRA) **Expiration Date Issue** Date Number Identification - Type State SIGNER 4 Sulfix **Date of Birth** First Name an bi MI -Last Name ÷., : <u>.</u> ÷ % Contoany Email Address Telephone Number **Business Title** Owned ksue Card: First School Attended Mother's Maiden Name Social Security Number/ITIN* D Debit D ATM D None If Resident Alien or NRA or PRA, then complete A and B below: Citizenship (Select One) I Non Resident Alien (NRA) A. Countries of Citizenship: US Citizen CResident Allen CPermänent Resident Allen (PRA) lssue Date **Expiration Date** State Number Identification - Type

Social Security Number or ITIN required for Sole Proprietorships, Single Stockholder Corporations, Single Member LLCs and any Signer requesting a Debit Card.

Cit Private Bank is a business of Gitgroup Inc. ("Citigroup"), which provides its clients access to a broad array of protects and services available innough bank and non-bank attistics of Citigroup. Not all products and services are provided by all attistates or are available all locations. 9. 2014 Citistics, N.A., Member FDR, (CitiBiblioiss, Critisting and Cal with air Desting are registed at site to 195563 (Cit. 04/14).

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		Account Number			
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Corporate Resolutions for Corpo	prate Account				
Name of Corporation		ter en	State of L	ncorporation	
Jay Construction Management, Inc.			Vermo	nt	
The Corporation certifies that the Secretary of the D Delow), has been duly elected to and now holds the	forporation named above (the at office and that the signati	e "Corporation"), whose nan ure appearing opposite his r	ne appears or her name	beneath the Secreta is his or her true si	ry's Certification enature.
Print Hame of Prosident/GED	Signature of Presidentics	W/	Dated	······································	
Artel I. Quiros	O (A)	4	2.1	3. url	
Note: If the Secretary is empowered to act by the following resolutions, the President/CEO of the Corporation must execute this supplemental certification.	do hereby certify that signature appears below	CED of the Corporation, 1 the Secretary, whose w, is empowered to act on in in accordance with the	Signature	ol Président/CEO	
Secretary Certification	***************************************			********	
luly adopted at a meeting of the Board of Directors uch resolutions are in accordance with the charter i	and by-laws of the Corporatio	on, are in full force and effec	ct and bave	not been amended, r	nodified or rescind
N WITNESS WHEREOF, I have hereunto affixed my ha	and land the seal of the Corp Signature of Secturary	ioration) (bis	day of		<u> </u>
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SECOND, that, on behalf of the Corporation, any Authorized Person shall flave the fullest authority with respect to the Securities Account including, but not limited to, authority to

- give written or oral instructions to CGMI with respect to any securities in, or transaction or service offered in connection with, the Securities Account.
- deposit money, securities and other property of the Corporation in the Securities Account,
- barrow money through CGMI's clearing broker, Pershing LLC, and secure payment thereof with the property of the Corporation.
- 4) bind the Corporation to any contract, arrangement or transaction, which shall be entered into by any Authorized Person with or through CGMI.
- make payments related to the Securities Account by checks and/or drafts drawn upon the funds of the Corporation,
- 6) deliver money or securities or accept delivery of money or securities,
- endorse any securities in order to pass ownership thereof or for any other purpose,
- 8) direct the sale or exercise of any rights with respect to securities therein,
- 9) sign releases and powers of attorney and enter into contracts and agreements, including but not limited to the applicable Citent Agreement, documentation relating to any debit or credit card, checkwilling privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Securitles Account, as such documents may be implified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the corporate seal to same.
- direct CGMI to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise.
- 11) take any and all action in connection with the Securities Account deemed necessary or desirable by any Authorized Person.

THIRD, that any Authorized Person may appoint any person(s) ("Designated Person"), to 1) conduct trading in the Securities Account, 2) endorse any securities, or to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities, 3) sign checks (in which event, the signature of the Designated Person shall promptly be provided on any applicable signature card upon request by CGM0, 4) use any associated debit or credit card or 5) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary or desirable to implement the foregoing resolutions. FIFTH, that CGMI may deal with any and all of the persons directly or indirectly empowered by the foregoing resolutions as though they are dealing with the Corporation directly.

SIXTH, that the Secretary of the Corporation is hereby authorized and empowered to certily to CGMI, under the seal of the Corporation or otherwise:

- (a) a true, correct and complete copy of these resolutions;
- specimen signatures of each Authorized Person and each Designated Person empowered by these resolutions, if so requested by CGM;
- (c) a certificate (which, if required by CGMI, shall be supported by an opmion
 - of the general counsel of the Corporation, of other counsel satisfactory to CGMI) that the Corporation is duly organized and in good standing, that the corporate charter authorizes the action or business described in these resolutions, and that no provision in the charter, by-laws or other governing document of the Corporation limits the power of the Board of Directors to pass these resolutions.

SEVENTH. that the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under another title, shall not aftect the powers hereby conferred. In the event of any change in the office or powers of persons hereby empowered. the Secretary shall certify such changes to CGMI in writing, addressed to the branch or other representative office through which the Securities Account is opened. Such notification, when received, shall terminate the powers therefore authorized, and empower the persons thereby substituted.

ETENTH, that CGMI may rely upon any certification furnished to CGMI in accordance with these resolutions and that the toregoing resolutions and the certificates furnished to CGMI are in full torce and effect and irrevocable until teceipt by CGMI of written notice of revocation or modification by the Corporation, addressed to the branch or other representative office through which the Securities Account is opened. The dispatch or receipt of any other form of notice shall not constitute a waiver of this provision.

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Co-Applicant (Secondary)* Signer 2			
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Legsl N	ame of LLC: DELEXE NOUNTAN RESORT ILC the "LLC		Account Number.: 157740417	_
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business entity with	33/32 41h Floor 33/32 Miami, Florida 33/32 Registered Agent, Registered Office, & Registered Agent Company control area to own Registered Agent You must designate as inclu- mentive Florida registerition.)	's Signatura: Hous or another
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registered agent a statutas relativa	Miami p. 33132 City, Size, and Zip and as registered agans and to accept service of process for the and agras to act in this capacity. I further agree to comply with to the proper and complete performance of my dettes, and I an igations of my position as registered agent an provided for in C.	to oppointment os The provisions of i i
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Case 1:16-cv-21301-DPG Document 66-4 Entered on FLSD Docket 04/25/2016 Page 42 of 44 (Page 8 of 14) Sep/15/2015 2:23:32 PM HSBC BANK USA, N.A. 3053588568 8/14 Jun 05 2012 2:41PM GSI OF DADE COUNTY INC. 1 (305) 579-9083 é.3 · Securived Fax Jun 05 2012 Unlare East Starting of GSE 13, DRUE COURTY, DRE 1. ARTICLE IV. Manager(s) or Managing Member(s): The name and address of each Manager or Managing Member is as follows: Title: "MGR" = Manager Name and Address "MGRM" = Managing Membar MGR Ariel Quiros 111 N.E. 1st Straet, 4th Floor Milemi, Florida 33132 MGRM Arial Quiros 111 N.E. 1at Street, 4th Floor Miami, Florida 33132. (Use ausohment if necessary) ARTICLE V: Biffective date, if other than the date of filing: April 25, 2012 (If an effective date is listed, the date must be specific and cannot be more than five business days pr (r to or 90 days after the date of fillag.). REQUIRED SIGNATURE: i Signiture of a nember or an anthorized representative of a member. (In executions with section 608.408(3), Florids Bistuirs, the execution of this document constitutes an affirmation under the paralities of perjury that the first stated have a set I am aware that any fulls information submitted in a document to the Dopartment of Size constitutes a third degree felony as provided for in a.517.155, F.S.) Arlei Quiros Typed or printed name of signer Bline Free 1 5123.00 Filing Fas for Articles of Organization and Designation of Registered Agens 9 20.58 Cartified Copy (Optional) 5 5.00 Cortificate of Status (Optional) <u>.</u> Page 2 of 2 49.14



Case 1:16-cv-21301-DPG Document 66-4 Entered on FLSD Docket 04/25/2016 Page 44 of 44 (Page 10 of 14) Sep/15/2015 2:23:32 PM HSBC BANK USA, N.A. 3053588588 10/14 - 1 This copy was made after ginual authentication of the original document or a carified copy of the original. Signature Name: Jennifer Arena Position: CEA Date FIOL DOB - 10/9/09 Isale - 10/9/09 Exp - 118 Exp onica ER LICENSE CLASS E CHOIG KATLA EREZ Dear anno al a esta

Case 1:16-cv-21301-DPG Document 66-5 Entered on FLSD Docket 04/25/2016 Page 1 of 58 (Page 11 of 14)

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Jay Peak - ML - 000172



Jay Peak - ML - 000173

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	BBF Government Securities Fund Invests is direct U.S. government colligations and repurchase aprilements (NEPOS)	BolA Government Pius Reserves - Daily Class Invests in U.S. Transvy and U.S. government obligations, pius reportisse agreements
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> Pare 1 al 3 FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS **Detail by Entity Name** #3 Foreign Profit Corporation JAY CONSTRUCTION MANAGEMENT, INC. Filing Information Document Number F11000002956 **FEVEIN Number** 900741190 Date Filed 07/21/2011 State VT Status ACTIVE Last Event AMENDMENT Event Date Filed 04/24/2014 Event Effective Date NONE Principal Address 111 N.E. 1st Street 4th Floor MIAMI, FL 33132 Changed: 04/28/2014 Mailing Address 111 N.E. 1st Street 4th Floor MIAMI, FL 33132 Changed: 04/28/2014 Registered Agent Name & Address QUIROS, ARIEL 111 N.E. STREET, 4TH FLOOR MIAMI, FL 33132 Name Changed: 04/24/2014 Address Changed: 04/24/2014 Officer/Director Detail Name & Address 11/21/2014

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BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIONS

Legal Name of Business (the "Depositor")	Jay Peak Lodge and Townhouses Lp	Limited Partnership	
Trade Names of Depositor, If Any (i.e. Doing Business As)		· · · · · · · · · · · · · · · · · · ·	
Primary Address of Depositor	4850 Vt Rt 242 Jay VT 05859		
Type of Legal Entity	Limited Partnership		
Owner, Prosident, Chairperson, General Partner, Authorized Officer, Managing Member or Principal (Specify Namo & Title)	William J Stenger	C-eneral Partner	
Account Number	6500100195		

The Certified Resolutions that appear in this document have been duly adopted by the owner(s) or the governing body of the Deposit whose identifying information appears above and which the signers below certify as correct. When the phrase "Deposit Accounts" appear in these Resolutions, it means any or all of the following People's United Bank deposit accounts: People's United Business Checkin Accounts, People's United Business Money Market Accounts, and People's United Commercial Certificates of Deposit or any additional accounts which may be established in the future.

When the phrase "Deposit Services" appears in these Resolutions, it means the following People's United Bank deposit services: People United MasterMoney" BusinessCard, People's United Business ATM Card, Telephone Banking, and Online Banking, or any addition service which may be requested.

The Certified Resolutions authorize and direct the Depositor: (i) to establish the Deposit Accounts with People's United Bank and to obta the Deposit Services from People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business Depo Account Contract (including the People's United Bank Business Schedule of Deposit Account Charges), in its current form and as it may I modified from time to time (the "Business Deposit Account Contract"). People's United Bank will open and maintain the Deposit Account and provide the Deposit Services for the Depositor in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED. That People's United Bank, an FDIC Insured depository institution headquartered in Bridgeport, Connecticut, be, and hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor deposits the Deposit Accounts by any parson or entity seeking to make such deposit and in whatever manner such deposit is endorsed or unendorsed; and

RESOLVED, That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business Depo Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Contra as modified from time to time and Depositor waives its right to jury trial in any action arising out of or connected with any account service: and

Authorized Signers

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Depositor, t and each hereby is, designated as an Authorized Signer to act on behalf of the Depositor in accordance with these Certified Resolution (fill in names and titles of Individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer
William J Stenger	Owner
George A Gulisano	Signer
Jake Webster	Signer
Steve Wright	Signer



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Use of Deposit Accounts

RESOLVED, That People's United Bank be, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, draft notes, bills of exchange, acceptances, and other instruments (collectively, "instruments") or orders for the payment, transfer, or withdraw of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such Instruments and/or orde are made, signed, or endorsed by the signature, the facsimile or spectmen signature (actual or purported), or the oral direction of any ON of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, transfer or withdrawal will create or increase an overdraft in the account on which it is drawn, sithough any such payment shall be permitted in the sole discretion of People's United Bank; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close the Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update information any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by su other means as People's United Bank may make available to the Depositor, People's United Bank to Initiate the transfer of funds betwee any Deposit Account and any other Deposit Account, and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, or or instruction reasonably believed by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bank mi act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, provide that People's United Bank acts in good failb; and

RESOLVED, That the Depositor hereby ecknowledges that People's United Bank will assign the Depositor a Business Personal Securi Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the Depor Accounts via telephone, on the Internet, or through the use of a Business Card, if such a Card is Issued to the Depositor; and

RESOLVED, That, if the Depositor receives a Business ATM Card or MasterMoneyTM BusinessCard, the Depositor hereby authorizes ear Authorized Signer to receive his or her own unique Personal Identification Number that will enable that Authorized Signer to utilize ti Depositor's Business ATM card or MasterMoneyTM BusinessCard to access some or all of the Deposit Accounts on behalf of the Deposit and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of instruments and/or orders that are handle by People's United Bank without gross negligence, and People's United Bank shall not be liable for the acts or failure to ect of its agents subagents, any networks, clearing houses, or other interchanges or devices used, or for any other casually; and

RESOLVED, That the Depositor assumes full responsibility for and shall indemnify People's United Bank against at losses, cost liabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, or fio actions taken in good faith and in reliance upon, these Resolutions'; and

RESOLVED, That the Depositor shall notify People's United Bark promptly and in writing of any change in (a) these Resolutions; (b) if identity of the Authorized Signers; (c) the identity of persons authorized to obtain and use a Business ATM Card; (d) the identity of if persons authorized to use a MasterMoney[™] BusinessCard on behalf of the Depositor; (e) the ownership of the Depositor; or (f) if Depositor's legal structure or status, including the Depositor's dissolution or bankrupicy; and

RESOLVED, That People's United Bank may rety on these Certified Resolutions and on any certification by any ONE Authorized Signer authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's Unit Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on so notice; and

RESOLVED, That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions be, and each hereby is, designated a duty authorized representative of Depositor for all matters related to these Certified Resolutions, including the execution of this document on behalf of the Depositor, and the certification to People's United Bank (a) of the name, office (if any), as signature of each of the Authorized Signers, (b) that the Resolutions set forth hereith have been adopted in accordance with all applications governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

Certifications

Each Individual who signs this document hereby certifies and warrants to People's United Bank that:

- (a) The Resolutions set forth herein: (i) have been properly adopted by the Depositor in accordance and conformity with the Depositor's governing documents, all agreements with third parties, and all laws applicable to the Depositor; (ii) have n been modified or resonded; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duly authorized representative of the Depositor, authorized to act on behalf of the Depositor in all matter pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions including but not limited executing this document on behalf of the Depositor;
- (c) The Depositor is duty organized and in good standing in the jurisdiction in which it is organized;
- (d) A current and complete copy of the Depositor's organizational documant (for example, its cartificate of incorporation, articles of organization, its partnership agreement, its charter, or other similar document) has been provided herewith People's United Bank. Sole proprietorships are not required to submit an organizational document;
- (c) If the Depositor is a corporation owned by one shareholder, the undersigned certifies to People's United Bank that he/she the sole shareholder and officer of such corporation;
- If a trade name is used by Depositor, the undersigned certifies that a duly certified Trade Name or Doing Business , Certificate or the equivalent has been delivered to People's United Bank;

People's United Bank Buriness Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 2 of 5 Member FDIC

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- (8) If the Deposition is a limited lisbility company or partnership, the undersigned are all of its members, managera, or partners, i the case may be;
- (b) He or she understands that People's United Bank will rely on the torth of trass cartifications in conducting business with the or she understands that People's United Bank will rely on the torth of trass cartifications in conducting business with the original statement of the second sta
- (i) If the Depositor, or any one individual fisted as an authorized signer, should direct People's United Bank to mal preauthorized transfers. to combine or to electronically deliver account eletements, or to esteblish an internet bank to may not the pelationship including the designation of the deliver account eletements, or to esteblish an internet bank to the ablancable including the designation of an internet activity deliver account eletements, or to esteblish an internet bank to the pelationship including the designation that and have access to any end all accounts granted that first off by People's United Bank at its sole discretion, u belatoration three present have access to be subject to the time and conditions of the BDAC, the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United Bank at its sole discretion, u that apply to the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United Banking the transformet and the deposition's account schement, and any other agreements, as updated, with People's United Banking that the function of the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United Banking that the the transformet account schement, and any other agreements, as updated, with People's United Banking that the transformet accounts now or in the function.
- () The Depositor (and any current or future authorized algrationes or otherwise designated individuals) hereby certifies that does not, not will it over angage in restricted transactions, auch as internet gambling. Such transactions are prohibited tro being processed into or out of the Deposition's account(s) or relationship via any means, including but not thread to check being processed into or out of the Deposition's account(s) or relationship via any means, including but not thread to check check collection systems, electionic money transmission, card-besed transactions (ATM or MasterMoneyTM BusinessCent ACH (Automated Clearing House). Wre Transfers, or thrid-parity processors; and ACH (Automated Clearing House). Wre Transfers, or thrid-parity processors; and
- (b) Each algraphic below represents the true and accurate signature of the named person and that such person holds it conceptonding tille (II any);

People's United Bark Business Deposit Account Certified Resolutas (COM200 V6 12/2009) Bridgepost Center * 850 Main Sucel * Bridgeport, CT 06604-4913 Page 3 of 5 Member FDIC

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	IN WITNESS WHE	REOF, I/we have signed thes	e Certified Resolutions on the 31	_day of <u>Aryut</u> , 20 <u>11</u> .	
		Lou Only One Remote Kitle Descel	SIGNING INSTRUCTIONS	most must be stand by the summer for	the core of
			or is owned by only one person, this docu s document must be signed by the prosider		
	 Partnership: If the business owned lot 	e Depositor is a partnership, this do intly by a husband and wife.	cument must be signed by all of the ga	neral partners of the Depositor. This	Includos a
	 Limited Liability Co members of the O than the momber(s 	mpany: If the Depositor is a limited spositor. If the Depositor is operated).	lability company with more than one mam by one or more manager(s), this docume	ber, this document must be signed by nt may be signed by each of the mane	each of the igers rather
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			the Depositor is a corporation that is own I the president of the corporation is also a		
	president.		tor is a corporation that is owned by one a		
	 Other Entity: If the of the Depositor to must also sign this 	Depositor is an entity not listed abor do so. If one of the persons signin opcument.	ve, this document must be signed by a per g this document is also an Authorized Sig	tion of portions authorized by the gove nor (listed above), at least one addition	eming body onal person
	IF ANY HERSON S	GNS THIS DOCUMENT OUTS	DE OF THE PRESENCE OF A PE		SENTATIV
	A Signature		(Notary is needed only if form is n State of	Acknowledgement int signed before a People's United of 	omployee)
	Printed Name	STENDER	- County of Orleans		
	PREJ IDENT		On the 31 st day of Qua.	, 20_11, before me, the unders	igned, a
	Title		Notary Public in and for sald/Sta personally known to me or prove avidence to be the individual wh	ose name is subscribed (o the with	4
		s United Bank Witness	his/her capacity, end that by his/) me that he/she axeouted the sam Ther signature on the instrument, is shalf of whom the instruction acted.	
	Printed Name of Per	ople's United Bank Witness	the instrument. STAMP	Karen Litzinit	

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 4 of 5 Member FDIC

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Account Type Cash Management Checking			Account# 400000002	15
Account Title: Jay Peak Golf and Mountain Suites Lp	LPT	Steve Wright	SIG	
William J Stenger	OWN	-		
Jake Webster	SIG			
Business Owner and Authorized Signer information: The owner of the bu business and an authorized signer on the account pursuant to the legal docum Poople's United Bank the person has the authority to act on behalf of the busi By signing this signatuse card livip-agree that two have received a copy of the and agree to the terms and conclusits contained therein as they may be modi out of or in connecting with the documt. By selecting the MS/ATM checkbox t	nonis submitted to i iness with rospect to 5 Businoss Doposit fied from lime in lin	People's United Bank. By designating a person o the account. Account Contract, Business Schedule of Depo on Iwa and will some to wake our right to a to	as a signer below, owner(s)s represents sit Account Charges and Business Acco	s and warrants to unt Schedule of Interest
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Signature 3	[] M\$//	атм Signature 6	· · · · · · · · · · · · · · · · · · ·	
Namo 1: Jay Peak Golf and Mountain Suites Lp Relationship: Limited Pertnership Address: 4850 Vt Rt 242 TiN (Certification Regult	red); (1997) 66783	Namo 4: Stove Wright Relationship Signer 4850 Vi Ri 242		77A: 0000005133 DOB. 000001967
Jay VT 05859 DOB:		Jay VT 05859		
Nama 2: William J Stanger Relationship: Owner 77N: Addrass: 008:	101012- 1451 1010 /1948	Namo 5: Relationship Addrass:		TIN: DOB:
Po Box 1292 Newport VT 05855-5292				
Name 3: Jake Webster		Name 6:		
Relationship: Signer TIN: Address: DOR:	1969	Relationship Address:		TIN: DOB:
4850 Vi Ri 242 Jay VT 05859	1905		· . · ·	DOA
Jay Peak Golf and Mountain Suites Lp			F TAXPAYER IDENTIFICATION NUMBER	
Account Moling Address: 4850 VI Rt 242		As a duly euthorized representative of the business penalties of perjury that (1) the number shown or subject to backup withholding for the reason Service(RIS) that I am subject to backup withhold has pecified an ather I am on benew subject to b	Is identified above and speaking on behalf of i i fils form is my correct taxpayer identification thecked below, or (b) i have not been notified fing as a result of a failure to report all interest network/behilters, and (b) is m a (1). Second	number and (2)(a) I am not by the Internal Revenue or Cridends, or (c) the IRS (notirition = 1/2 maident
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People's Ur

BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIONS

Legal Name of Business (the "Depositor")	Jay Peak Golf and Mot	untain Sultes Lp	Limited Partnership	
Trade Names of Depositor, If Any (I.e. Doing Business As)				
Primary Address of Depositor		• .		
	4850 Vt Rt 242 Jay VT 05859		· · · ·	•
Type of Legal Entity				
Owner, President, Chairperson, General Partner, Authorized Officer, Managing Member or Principal (Specify Name & Title)	William Slenger	General Porther		
Account Number	0215			

The Certified Resolutions that appear in this document have been duly adopted by the owner(s) or the governing body of the Deposito whose identifying Information appears above and which the signers below certify as correct. When the phrase "Deposit Accounts" appear in these Resolutions, it means any or all of the following People's United Bask deposit accounts: People's United Business Checking Accounts, People's United Business Savings Accounts, People's United Business Money Market Accounts, and People's United Certificates of Deposit or any additional accounts which may be established in the future.

When the phrase "Deposit Services" appears in these Resolutions, it means the following People's United Bank deposit services: People' United MasterMoneyTH BusinessCard, People's United Business ATM Card, Telephone Banking, and Online Banking, or any additions service which may be requested.

The Certified Resolutions authorize and direct the Depositor. (i) to establish the Deposit Accounts with People's United Bank and to obtai the Deposit Services from People's United Bank, and (ii) to enter into and to be bound by the People's United Bank Business Depos Account Contract (including the People's United Bank Business Schedule of Deposit Account Charges), in its current form and as it may b modified from time to time (the 'Business Deposit Account Contract'). People's United Bank will open and maintain the Deposit Account and provide the Deposit Services for the Depositor in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED, That People's United Bank, an FDiC insured depository institution headquattered in Bridgeport, Connecticut, be, and hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor deposits I the Deposit Accounts by any person or entity seeking to make such deposit and in whatever manner such deposit is endorsed or unendorsed; and

RESOLVED, That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business Deposit Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Contract as modified from time to time and Depositor waives its right to jury trial in any action arising out of or connected with any account c service: and

Authorized Signers

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Depositor, but and each hereby is, designated as an Authorized Signer to act on behalf of the Depositor in accordance with these Certified Resolution (fill in names and titles of individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer	
William Stenger	Officer	
George Gulisano	Chlef financial officer	
Jake Webster	Vice-president	
Steve Wright	Vice-president	

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Use of Deposit Accounts

RESOLVED, That People's United Bank be, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, drafte notes, bills of exchange, acceptances, and other instruments (collectively, "instruments") or orders for the payment, transfer, or withdraws of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such Instruments and/or orders are made, signed, or endorsed by the signalure, the facsimile or specimen signature (actuat or purported), or the oral direction of any ONI of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, transfer or withdrawal will create or increase an overdraft in the account on which it is drawn, sithough any such payment shall be permitted in the sole discretion of People's United Bank; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close the Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update information on any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by sud other means as People's United Bank may make available to the Depositor. People's United Bank to Initiate the transfer of funds between any Deposit Account and any other Deposit Account, and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, or ore instruction reasonably believed by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bank ma act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, provider that People's United Bank acts in good faith; end

RESOLVED, That the Depositor hereby acknowledges that People's United Bank will assign the Depositor a Business Personal Securit Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the Depos Accounts via telephone, on the Internet, or through the use of a Business Card, if such a Card is issued to the Depositor, and

RESOLVED, That, if the Depositor receives a Business ATM Card or MasterMoney[™] BusinessCard, the Depositor hereby authorizes ead Authorized Signer to receive his or her own unique Personal Identification Number that will enable that Authorized Signer to utilize the Depositor's Business ATM card or MasterMoney[™] BusinessCard to access some or all of the Deposit Accounts on behalf of the Depositor and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of Instruments and/or orders that are handle by People's United Bank without gross negligence, and People's United Bank shall not be liable for the acts or faiture to act of its agants c subagents, any networks, clearing houses, or other interchanges or devices used, or for any other casuality; and

RESOLVED, That the Depositor assumes full responsibility for and shall Indemnify People's United Bank against all losses, costa liabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, or from actions taken in good faith and in reliance upon, these Resolutions; and

RESOLVED, That the Depositor shall notify People's United Bank promptly and in writing of any change in (a) these Resolutions; (b) th identity of the Authorized Signers; (c) the identity of persons authorized to obtain and use a Business ATM Card; (d) the identity of th persons authorized to use a MasterMoney[™] BusinessCard on behalf of the Depositor; (e) the ownership of the Depositor; or (f) th Depositor's legal structure or status, including the Depositor's dissolution or bankruptcy; and

RESOLVED. That People's United Bank may rely on these Certified Resolutions and on any certification by any ONE Authorized Signer c authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's Unite Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on suc notice; and

RESOLVED, That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions be, and eac hereby is, designated a duly authorized representative of Depositor for all matters related to these Certified Resolutions, including th execution of this document on behalf of the Depositor, and the certification to People's Unlied Bank (a) of the name, office (if any), an signature of each of the Authorized Signers, (b) that the Resolutions set forth herein have been adopted in accordance with all applicable governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

Certifications

Each Individual who signs this document hereby certifies and warrants to People's United Bank that:

- (a) The Resolutions set forth herein: (i) have been properly adopted by the Depositor in accordance and conformity with the Depositor's governing documents, all agreements with third parties, and all laws applicable to the Depositor; (ii) have no been modified or rescinded; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duly authorized representative of the Depositor, authorized to act on behalf of the Depositor in all matter pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions including but not limited t executing this document on behalf of the Depositor;
- (c) The Depositor is duly organized and in good standing in the jurisdiction in which it is organized,
- (d) A current and complete copy of the Depositor's organizational document (for example, its certificate of incorporation, it articles of organization, its partnership agreement, its charter, or other similar document) has been provided herewith t People's United Bank. Sole proprietorships are not required to submit an organizational document;
- (c) If the Depositor is a corporation owned by one shareholder, the undersigned certifies to People's United Bank that he/she i the sole shareholder and officer of such corporation;
- (f) If a trade name is used by Depositor, the undersigned certifies that a duly certified Trade Name or Doing Business A Certificate or the equivalent has been delivered to People's United Bank;

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Pege 2 of 5 Member FDIC

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- (g) If the Depositor is a limited liability company or partnership, the undersigned are all of its members, managers, or partners, at the case may be;
- (h) He or she understands that People's United Bank will rely on the truth of these certifications in conducting business with the Depositor;
- (i) If the Depositor, or any one individual listed as an authorized signer, should direct People's United Bank to make preauthorized transfers, to combine or to electronically deliver account statements, or to establish an internet banking relationship including the designation of an internal administrator that can entitle other individuals (who may or may not be signers) to view and have access to any and all accounts granted the right by Peopla's United Bank at its sole discretion, the Depositor hereby agrees to be subject to the terms and conditions of the BDAC, the Business Deposit Account Schedule c Charges, the Business Electronic Banking Agreement, and any other agreements, as updated, with Peopla's United Ban that apply to the depositor's accounts now or in the future;
- (i) The Depositor (and any current or future authorized signatories or otherwise designated individuals) hereby certifies that does not, nor will it ever engage in restricted transactions, such as internet gambling. Such transactions are prohibited fror being processed into or out of the Depositor's account(s) or relationship via any means, including but not gmitted to check c check collection systems, electronic money transmission, card-based transactions (ATM or MasterMoney^M BusinessCard' ACH (Automated Clearing House), Wire Transfers, or third-party processors; and
- (k) Each signature below represents the true and accurate signature of the named person and that such person holds the corresponding title (if any);

People's United Bank Business Deposit Account Centified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 3 of 5 Member FDIC

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IN WITNESS WHEREOF, I/we have signed thes	e Certified Resolutions on the $\frac{23}{23}$ day	y of June, 2011.	
 A Business Owned by Only One Person: If the Depast a corporation that is owned by only one shareholder, th 	SIGNING INSTRUCTIONS lor is owned by only one parson, this document i is document must be signed by the president of 0	must be signed by the owner. In the corporation.	n the case of
 Parinership: If the Depositor is a partnership, this do business owned jointly by a husband and wife. 	ocument must be signed by all of the general	partners of the Depositor. This	is includes a
 Limited Uability Company: If the Depositor is a limited members of the Depositor. If the Depositor is operated than the member(s). 	liability company with more than one member, it by one or more manager(s), this document mo	n's document must be signed by y be signed by each of the man	y each of the hagers rather
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 Corporation Owned by More than One Shareholder: If must be signed by the president of the corporation. I additional person must also sign this document. 	f the Depositor is a comparation that is owned by If the prosident of the corporation is also an Au	more than one shareholder, th thorized Signer (5sted above),	is document al least one .
 Corporation Owned by One Starsholder, If the Doposition of the prosident. 	itor is a corporation that is owned by one share!	ioldor, lhis document must be si	igned by the
 Other Entity: If the Depositor is an entity not listed abo of the Depositor tendo so. If one of the persons signin must also sign this opcument. 	ve, this decument must be signed by a person o ng this document is also an Authorized Signer (i	r persons authorized by the gav isled above), of least one addition	verning body Jonal person
IF ANY PERSON SIGNS THIS DOCUMENT OUTS	IDE OF THE PRESENCE OF A PEOPLE ED.	PS UNITED BANK REPRE	SENTATIVE,
Signature William Sterrer	Notary Acki (Notary is needed any if form is not sty State of <u>Very or t</u>	nowledgement	
Printed Name	- County of Criter Not) // V 10//_, befare me, theyunder:	slaned, a
Title	Notary Public in and forkeld State, personally known to me or proved to a state of the state	prsonally appeared William me on the basis of setisfacto	Jose ge
Signature of People's United Bank Witness	 evidence to be the individual whose a Instrument and acknowledged to mo this her capacity, and that by his/her s Individual, or the person upon behalf 	hal he/she executed the san Ignolure on the instrumant, U	ne.m
Printed Name of People's United Bank Witness	- the instrument.	- PRIJ	

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Screet * Bridgeport, CT 06604-4913 Page 4 of 5 Member FDIC

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Account Type Cash Management (Checking			Account #	00216
Account Tille: Jay Peak Penthouse Suite	es Lp	LPT	Steve Wright	9	ilG
William J Stenger	·	OWN		·. •	
Jake Webster		SIG			1
Business Owner and Authoritzed Samer Informativishess and an euthoritzed syner on the account proceeds United Bank the person has the spithority (by signing this signature sand twe agree that proceeding the signature set of the account of the set of the terms and conditions contailed the unit of at in connection with the account. By setering Signature 1-2 Automatic Signature 23	ursuant to the legal docu o act on behalf of the bus ave raceived a copy of th main at they may be mod	ments submitted to i inoss with respect to be Business Deposit fied from time to lin below, you authoriz	People's United Bank. By designaling a pol the account. Account Contract, Business Schedule of D a. Uwe and will agree to walve our right to a People's United to order an ATM Card a. Signature 4	son as a signer below, owner(s)s repr epasit Account Charges and Business a triel by jury in any legal action, proce nd/or MastertMoney Debit Card on you	esents end woments to Account Schedule of Interest reding or counterclaims arising ur bohall for this eccount. MS /ATM
Signature B		MS/	ATM Signature 6		MS /ATM
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Po Box 1292 Newport VT 05855-5292				<u>.</u>	÷
Namo 3: Jake Webster Relationship: Signer	TIN:	-1305	Namo 6: Relationship		2 11
4850 Vt Rt 242 Jay VT 05859	DOB:	(1988) /1959	Address:	· · ·	TIN: DOB:
Jay Peak Penthouse Account Mailing Address: 4850 Vt Rt 242 Jay VT 05859 The following exception condition exists on line ecco			As a duty suthotized representative of the bu penatives of pertury (hat (1) the number shon subject to backup withhelding for the res: Sorvice(IRS) that I am subject to backup with has notified me that I am no longer subject sten). You must cross out them 2 above the withhelding because you fre- I am exempt from the top I am exempt from the top	n on this form is my corner terpayer identify on checked below, or (0) it have not been m holding as a result of a failure to report all k to beckup withholding, and (3) arm eU.S.; you have been notified by the RS that you gelied to report all interest and dwidends (thinkeding because 1 arm arm. (Checke C John Schelten)	all of the business, I cardly, under cation number and (2)(a) I am noi difield by the Internei Revenue tareal or dividends, or (c) the IRS torson (including a U.S. resident in clumonity subject to backup in clumonity subject to backup in ot applicable): dian
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Management Approval: 	· · · · · · · · · · · · · · · · · · ·		Signature : NIM		-lelu

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BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIONS

Legal Name of Business (the "Depositor")	Jay Peak Penthouse Suites Lp		Limited Partnership		
Trade Names of Depositor, if Any (i.e. Doing Business As)					
Primary Address of Dapositor					
	4850 VI RI 242 Jay VT 05859				
Type of Legal Entity			· · · · · · · · · · · · · · · · · · ·		
Owner, President, Chairperson, General Partner, Authorized Officer, Managing Member or Principal (Specify Name & Title)	William Stenger	General Partner			
Account Number	0216				

The Certified Resolutions that appear in this document have been duly adopted by the owner(s) or the governing body of the Deposite whose identifying information appears above and which the signers below certify as correct. When the phrase "Deposit Accounts" appear in these Resolutions, it means any or all of the following People's United Bank deposit accounts: People's United Business Checkin Accounts, People's United Business Savings Accounts, People's United Business Monay Market Accounts, and People's Unite Commercial Certificates of Deposit or any additional accounts which may be established in the future.

When the phrase "Deposit Services" appears in these Resolutions, it means the following People's United Bank deposit services: People' United MasterManeyTM BusinessCard, People's United Business ATM Card, Telephone Banking, and Online Banking, or any additions service which may be requested.

The Certified Resolutions authorize and direct the Depositor: (i) to establish the Deposit Accounts with People's United Bank and to obtai the Deposit Services from People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business Deposit Account Contract (including the People's United Bank Business Schedule of Deposit Account Charges), in its current form and as it may b modified from time to time (the "Business Deposit Account Contract"). People's United Bank will open and maintain the Deposit Account and provide the Deposit Services for the Depositor in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED, That People's United Bank, an FDIC insured depository institution headquartered in Bridgeport, Connecticut, be, and hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor deposits i the Deposit Accounts by any person or entity seeking to make such deposit and in whatever manner such deposit is endorsed or unendorsed; and

RESOLVED, That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business Deposit Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Contract as modified from time to time and Depositor walves its right to jury trial in any action arising out of or connected with any account of service; and

Authorized Signers

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Depositor, b and each hereby is, designated as an Authorized Signer to act on behalf of the Depositor in accordance with these Certified Resolutior (fill in names and titles of individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer
William Stenger	Officer
George Gulisano	Chief financial officer
Jake Webster	Vice-president
Steve Wright	Vice-president



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Use of Deposit Accounts

RESOLVED, That People's United Bank be, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, drafts notes, balls of exchange, acceptances, and other instruments (collectively, "instruments") or orders for the payment, transfer, or withdrawa of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such Instruments and/or order, are made, signed, or endorsed by the signature, the facsimile or specimen signature (actual or purported), or the oral direction of any ONI of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, transfer or withdrawal will create or increase an overdraft in the account on which it is drawn, although any such payment shall be permitted in the sole discretion of People's United Bank; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close the Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update information on any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by such other means as People's United Bank may make available to the Depositor, People's United Bank to initiate the transfer of funds between any Deposit Account and any other Deposit Account; and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, or ora instruction reasonably belaved by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bank may act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, provided that People's United Bank acts in good failth; and

RESOLVED, That the Depositor hereby acknowledges that People's United Bank will assign the Depositor a Business Personal Securit Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the Deposi Accounts via telephone, on the Internet, or through the use of a Business Card, if such a Card Is issued to the Depositor, and

RESOLVED, That, if the Depositor receives a Business ATM Card or MosterMonoy™ BusinessCard, the Depositor hereby authorizes ead Authorized Signer to receive his or her own unique Personal Identification Number that will enable that Authorized Signer to utilize the Depositor's Business ATM card or MasterMoney™ BusinessCard to access some or all of the Deposit Accounts on behalf of the Depositor and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of instruments and/or orders that are handles by People's United Bank without gross negligance, and People's United Bank shall not be liable for the acts or failure to act of its agents o subagents, any networks, clearing houses, or other interchanges or devices used, or for any other casuality, and

RESOLVED, That the Depositor assumes full responsibility for and shall indemnity People's United Bank against all losses, costs liabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, or fror actions taken in good faith and in reliance upon, these Resolutions; and

RESOLVED, That the Depositor shell notify People's United Bank promptly and in writing of any change in (a) these Resolutions; (b) the identity of the Authorized Signers; (c) the identity of persons authorized to obtain and use a Businese ATM Card; (d) the identity of the persons authorized to use a MasterMoneyTM BusineseCard on behalf of the Depositor; (e) the ownership of the Depositor; or (f) the Depositor's legal structure or status, including the Depositor's dissolution or bankruptcy; and

RESOLVED, That People's United Bank may rely on these Certified Resolutions and on any certification by any ONE Authorized Signer c authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's Unite-Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on suc notice; and

RESOLVED, That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions be, and each hereby is, designated a duty authorized representative of Depositor for all matters related to these Certified Resolutions, including the execution of this document on behalf of the Depositor, and the certification to Poople's United Bank (a) of the name, office (if any), an signature of each of the Authorized Signers, (b) that the Resolutions set forth herein have been adopted in accordance with all applicable governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

<u>Certifications</u>

Each individual who signs this document hereby certifies and warrants to People's United Bank that:

- (a) The Resolutions set forth herein: (i) have been properly adopted by the Depositor in accordance and conformity with the Depositor's governing documents, all agreements with third parties, and all laws applicable to the Depositor; (ii) have no been modified or rescinded; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duly authorized representative of the Depositor, authorized to act on behalf of the Depositor in all matter pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions including but not limited t executing this document on behalf of the Depositor;
- (c) The Depositor Is duly organized and in good standing in the jurisdiction in which it is organized;
- (d) A current and complete copy of the Depositor's organizational document (for example, its certificate of incorporation, it articles of organization, its partnership agreement, its charter, or other similar document) has been provided herewith t People's United Bank. Sola proprietorships are not required to submit an organizational document;
- (c) If the Depositor is a corporation owned by one shareholder, the undersigned certifies to People's United 8ank that he/she i the sole shareholder and officer of such corporation;
- (f) If a trade name is used by Depositor, the undersigned certifies that a duty certified Trade Name or Doing Business A Certificate or the equivalent has been delivered to People's United Bank;

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People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 2 of 5 Member FDIC

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- (g) If the Depositor is a limited liability company or partnership, the undersigned are all of its members, managars, or partners, at the case may be;
- (b) He or she understands that People's United Bank will rely on the truth of these certifications in conducting business with the Depositor;
- (i) If the Depositor, or any one individual listed as an authorized signer, should direct People's United Bank to make presuthorized transfers, to combine or to electronically deliver account statements, or to establish an internet banking relationship including the designation of an internal administrator that can entitle other individuals (who may or may not be signers) to view and have access to any and all accounts granted the right by People's United Bank at its sole discretion, the Depositor hereby agrees to be subject to the terms and conditions of the BDAC, the Business Deposit Account Schedule o Charges, the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United Bank that apply to the depositor's accounts now or in the future;
- (j) The Depositor (and any current or future authorized signatories or otherwise designated individuals) hereby certifies that i does not, nor will it ever engage in restricted transactions, such as internet gambling. Such transactions are prohibited from being processed into or out of the Depositor's account(s) or relationship via any means, including but not limited to check o check collection systems, electronic money transmission, card-based transactions (ATM or MasterMoneyTM BusinessCard) ACH (Automated Clearing House), Wire Transfers, or third-party processore; and
- (k) Each signature below represents the true and accurate signature of the named person and that such person holds the corresponding title (if any);

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * \$50 Main Street * Bridgeport, CT 06604-4913 Page 3 of 5 Member FDIC

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	IN WITNESS WHE	REOF, I/we have signed these	Certified Resolutions on the <u>23</u> day	of <u>June</u> , 20 <u>11</u> .	
		by Only One Person: if the Depositor	SIGNING INSTRUCTIONS is ewhed by only one person; this document m focument must be signed by the president of the		ie of
	 Partnership: if the business owned joint 	Depositor is a partnership, this doc. nity by a husband and wile.	ment must be signed by all of the general p	ertners of the Depositor. This include	23 4
•	 Limked Liability Co members of the Do than the member(s) 	positor. If the Depositor is operated b	billy company with more than one member, thi y one or more manager(s), this document may	s document must be signed by each of be signed by each of the managers ra	fûne Kher
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•	 Corporation Owner president. 	I by One Sharoholder. If the Depositor	r is a corporation that is owned by one shareho	lder, this document must be signed by	(ha
		do so. If one of the persons signing t	, this document must be signed by a person or this document is also an Authorized Signer (lis		
	IF ANY PERSON S	GNS THIS POCUMENT OUTSID	e of the presence of a people"	S UNITED BANK REPRESENTA	TIVE,
	Signature	Intel	Notary Ackn (Notary is needed only if form is not algo State of VLMMM	bwledgement and before a People's United employ	cə)
	William Printed Name	Sterger	County of Orleans	jss.: Jay	-

On the <u>3h</u>²day of <u>112</u>, 20<u>1</u>, before me, the undersigned, a Notary Public in and for stild State, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within institure copacity, and that by hisher signature on the instrument, the instruction or the operan upon behalf of whom the individual scled, executed

area 1 Notary Fublic, State of Vermont

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People's United Bonk Business Deposit Account Certified Resolution (COM200 V6 12/2009) Undgepont Center * 850 Main Street * Bridgepon, CT (6664-4913 Page 4 of 5 Member FDIC

Officer

Signature of People's United Bank Witness

Printed Name of People's United Bank Witness

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BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIONS

Legal Name of Business (the "Depositor")	Jay Peak Hotel Suites Phase II Lp	LLP	
Trade Names of Depositor, if Any (i.e. Doing Business As)		···· <u>···</u> ······	
Primary Address of Depositor			•
	4850 Vt Rt 242 North Troy VT 05859-9801		· ·
Type of Legal Entity			
Owner, President, Chairperson, General Partner, Authorized Officer, Managing Member or Principal (Specify Name & Title)	William Stenger	Owner	
Account Number	4 101 10659	· · · · · · · · · · · · · · · · · · ·	

The Certified Resolutions that appear in this document have been duly adopted by the owner(s) or the governing body of the Deposite whose identifying information appears above and which the signers below contry as correct. When the phrase "Deposit Accounts" appear In these Resolutions, it means any or all of the following People's United Bank deposit accounts: People's United Business Checkin Accounts, People's United Business Savings Accounts, People's United Business Money Market Accounts, and People's United Commercial Certificates of Deposit or any additional accounts which may be established in the future.

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The Certified Resolutions authorize and direct the Depositor: (i) to establish the Deposit Accounts with People's United Bank and to obtain the Deposit Services from People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business Deposit Account Contract (Including the People's United Bank Business Schedule of Deposit Account Charges), in its current form and as it may b modified from time to time (the 'Business Deposit Account Contract'). People's United Bank will open and maintain the Deposit Account and provide the Deposit Services for the Depositor in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED. That People's United Bank, an FDIC insured depository institution headquartered in Bridgsport, Connecticut, be, and hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor deposits i the Deposit Accounts by any person or entity seeking to make such deposit and in whatever manner such deposit is endorsed or unendorsed; and

RESOLVED, That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business Deposit Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Contract as modified from time to time and Depositor waives its right to jury trial in any action arising out of or connected with any account (service: and

Authorized Signers

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Depositor, but and each hereby is, designated as an Authorized Signer to act on behall of the Depositor in accordance with these Certified Resolution (fill in names and tilles of individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer
William Stenger	Officer
George Gulisano	Chief financial officer
Jake Webster	Vice-president
Steve Wright	Vice-president



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Use of Deposit Accounts

RESOLVED, That People's United Bank ba, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, draft notes, bills of exchange, acceptances, and other instruments (collectively, "instruments") or ordere for the payment, transfer, or withdrawi of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such instruments and/or order are made, signed, or endorsed by the signature, the facsimile or specimen signature (actual or purported), or the oral direction of any ON/ of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, transfer or withdrawal will create or increase an overdraft in the account on which it is drawn, although any such payment shall be permitted in th sole discretion of People's United Bank; and

RESOLVED. That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close th Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update informatio on any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESCLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by suc other means as People's United Bank may make available to the Depositor, People's United Bank to initiate the transfer of funds betwee any Deposit Account and any other Deposit Account; and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, or on instruction reasonably believed by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bank ma act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, provide that People's United Bank acts in good faith; and

RESOLVED. That the Depositor hareby acknowledges that People's United Bank will assign the Depositor a Business Personal Securit Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the Depos Accounts via telephone, on the Internet, or through the use of a Business Card, if such a Card is issued to the Depositor, and

RESOLVED, That, if the Depositor receives a Business ATM Card or MasterMoneyTM BusinessCard, the Depositor hereby authorizes eac Authorized Signer to receive his or her own unlove Personal Identification Number that will enable that Authorized Signer to utilize th Depositor's Business ATM card or MasterMoneyTM BusinessCard to access some or all of the Deposit Accounts on behalf of the Deposito and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of Instruments and/or orders that are handle by People's United Bank without gross negligence, and People's United Bank shall not be liable for the acts or failure to act of its agents c subagents, any networks, clearing houses, or othar interchanges or devices used, or for any other casuality; and

RESOLVED, That the Depositor assumes full responsibility for and shall indemnify People's United Bank against all losses, cost: fiabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, or fror actions taken in good faith and in reliance upon, these Resolutions; and

RESOLVED, That the Depositor shall notify People's United Bank promptly and in writing of any change in (a) these Resolutions; (b) th identity of the Authorized Signers; (c) the identity of persons authorized to obtain and use a Business ATM Card; (d) the identity of th persons authorized to use a MasterMoneyTM BusinessCard on behalf of the Depositor; (e) the ownership of the Depositor; or (f) th Depositor's legal structure or status, including the Depositor's dissolution or bankruptcy; and

RESOLVED. That People's United Bank may rely on these Certified Resolutions and an any certification by any ONE Authorized Signer (authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's Unite Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on suc notice; and

RESOLVED, That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions bo, and eac hereby is, designated a duty authorized representative of Depositor for all matters related to these Certified Resolutions, including th execution of this document on behalf of the Depositor, and the certification to People's United Bank (a) of the name, office (if any), an signature of each of the Authorized Signers, (b) that the Resolutions set forth herein have been adopted in accordance with all applicable governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

Certifications

Each individual who signs this document hereby certifies and warrants to People's United Bank that

- (a) The Resolutions set forth harein: (i) have been properly adopted by the Depositor in accordance and conformity with the Depositor's governing documents, all agreements with third parties, and all laws applicable to the Depositor; (ii) have no been modified or resoluted; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duly authorized representative of the Depositor, authorized to act on behalf of the Depositor in all matter pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions including but not limited t executing this document on behalf of the Depositor;
- (c) The Depositor is duly organized and in good standing in the jurisdiction in which it is organized;
- (d) A current and complete copy of the Depositor's organizational document (for example, its certificate of incorporation, a articles of organization, its partnership agreement, its charter, or other similar document) has been provided herewith t People's United Bank. Sole proprietorships are not required to submit an organizational document;
- (e) If the Depositor is a corporation owned by one shareholder, the undersigned certifies to People's United Bank that he/she the sole shareholder and officer of such corporation;
- (f) If a trade name is used by Depositor, the undersigned certifies that a duty certified Trade Name or Doing Business A Certificate or the equivalent has been delivered to People's United Bank;

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- (g) If the Depositor is a limited liability company or partnership, the undersigned are all of its members, managers, or partners, a the case may be;
- (h) He or she understands that People's United Bank will rely on the truth of these certifications in conducting business with th Depositor;
- (i) If the Depositor, or any one individual tisted as an authorized signer, should direct People's United Bank to mak presuthorized transfers, to combine or to electronically deliver account statements, or to establish an internet bankin retationship including the designation of an internal administrator that can entitle other individuats (who may or may not b signers) to view and have access to any and all accounts granted the right by People's United Bank at its sole discretion, th Depositor hereby agrees to be subject to the terms and conditions of the BDAC, the Business Deposit Account Schedule (Charges, the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United Ban that apply to the depositor's accounts now or in the future;
- (j) The Depositor (and any current or future authorized signatories or otherwise designated individuals) hereby certifies that does not, nor will it ever engage in restricted transactions, such as internet gambling. Such transactions are prohibited free being processed into or out of the Depositor's account(s) or relationship via any means, including but not limited to check (check collaction systems, electronic money transmission, card-based transactions (ATM or MasterMoneyTM BusinessCard ACH (Automated Clearing House), Wire Transfers, or third-party processors; and
- (k) Each signature below represents the true and accurate signature of the named person and that such person holds th corresponding title (if any);

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * \$50 Main Street * Bridgeport, CT 06604-4913 Page 3 of S Member FDIC

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	IN WITNESS WHEREOF, I/we have signed these C	certified Resolutions on the <u>13</u> day	of June 20_11.	
	A Business Owned by Only One Person: () the Dependents	GNING INSTRUCTIONS	with be sloped by the owner. In t	the case of
	 a corporation that is owned by only one charabalder, this do Partnership: If the Depositor is a partnership, this docum 	cument must be signed by the president of th	a corporation.	
	business owned joinly by a husband and wite.		• •	
• •	 Limited Libbity Company: If the Depositor is a limited liable members of the Depositor. If the Depositor is operated by than the member(s). 	ity company with more than one member, bu one or more manager(s), this document may	s document must be signed by e bs signed by each of the mana-	gens rather
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	 Corporation Owned by More than One Shereholder; If the must be signed by the president of the corporation. If the additional person must also sign this document. 	Depositor is a corporation that is owned by a president of the corporation is also an Aut	more than one shareholder. Uts harized Signer (listed above), at	document least ono
	 Corporation Owned by One Shareholder: If the Depositor (presiden). 	s a corporation that is owned by one shareho	ndar, this document must be sign	ned by the
	 Other Entity. If the Depositor is an entity not fisled above, t of the Depositor topic so. If one of the porsons signing the must also sign this occurrent. 	this document must be signed by a person or is document is also an Authorized Signer (lis	persons authorized by the gove ited above), at least one addition	ming body nat person
	IF ANY PERSON SIGNS THIS DOCUMENT OUTSIDE THAT PERSON'S SIGNATURE MUST BE NOTARIZED.	OF THE PRESENCE OF A PEOPLE	S UNITED BANK REPRES	ENTATIVE,
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People's United Bank Business Depasit Account Centified Resolution (COM200 V6 12/2009) Itridgepon Center & 850 Main Street & Bridgepon, CT 06603-4913 Page 4 of 5 Member FDIC

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	BUBIELSE CRECKING
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Owner/Signer 1	A	Owner/Signer 2	and the state of the
Name	William STENDER	Name	JAKE Webster
Relationship	PRESIDENT JAY REAK		V.P. Develop ment
Physical Address	RT242	Relationship	the occurst they
	JAY. M. 05859	Physical Address	JAYPEAK REPORT
Mailing (if different)	<u></u>	Melting (if different)	JAP VT. 05859
Home Phone	102-201-64-59		802 326- 4894
Work Phone	8 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Home Phone	802 327-2213
	Province Province P	Work Plane	POS 27-71/69
Cell Phone	the diana hachia	Cell Phone	042-200-1407
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		Employer	
Owner/Signer 3	STEVE WRIGHT	Owner/Signer 4	
Name	TEOP WILIGHT	Name	and the second sec
Relationship	V.S. MARKETING	Relationship	
Physical Address	· · · · · ·	Physical Address	
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BUSINESS ACCOUNT AG	REEMENT	Chittenden
Date Opened C6/17/08	Tas Idraitfication Number 4601	Adama Prostant
Arrount Information		
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JAY VT 05859-9631	Revised Date: 05/18/10 ADDING JOHN CARPENTER	ACTOUNT FYPT BUSTNESS CHECKING
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Name	WILLIAM STENGTR	Name	STEVE HRIGHT
Relationship	PRESERVIT		VP SALES
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Owner/Signer 3		Owner/Siguer 4	
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Peoples Unit	ted Bank Business Signature Card	Account Type	Cash Ma	nagement Ch	ecking	Account #	: 1736
ccount Title:	Jay Peak Incorporated	INC	L	ake Webster			SIG
	William J Stenger	SIG	S	teve Wright			SIG
	George A Gulisano	SIG					
	nd Authorized Signer Information						
suant to the loga behalf of the bus	usiness accound, whose TIN is centified below is an owner, I documents submitted to People's United Bank. By design Iness with respect to the account.	nating a person as a s	signer below, or	vner(s)s represents a	nd warrants to Peop	ie's United Bank the	person has the authority to ac
d agree to the ter	ature card live agree that live have received a copy of the ms and conditions contained therein as they may be modif on with the account.	e Business Deposit Ai fied from time to time.	ccount Contract . I/we and will a	, Business Schooule (grea to waive our righ	of Deposit Account (Charges and Busines any legal action, proc any legal action, proc	s Account Schedule of Interes ceding or counterclaims arisin
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ddress: Rt 242 B	ox 152 TIN (Certification Requi	res): (1991) 4601		4850 Vt Rt 242			DOB: 1989
Jay VT 0				Jay VT 05859			
eme 2: Willia	am J Stenger			Steve Wright			
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	Business Account/Sole Proprietor/Non-Profit Rew Account Worksheet
Ŀ	Bank:CRITTENDEN Branch:1 Account # # 1736
	Date Opened:06/17/08 Business/Entity Manc:JAY FEAK INC
	Type/Nature of Business: Ski BESORT Street Address: 350 SALINT-DENIS ST 4850 VT Raute 242
	City: Jacy State, VT 21p100000
	Taxpayer ID#:03-0194601 803-988-464 Business Phone #: (000) 000-0000 Fax#: (000) 000-0000
	Cellular Fhone #:{000} 000-0000
	E-mail/Hebsite: Now. jayp allresort. com
	ype of Account:BUSINESS CHECKING Nount of Opening Deposit: Nource of Funds: Cbeck Cash Internal Transfer (Account #)
	Cbeck Cash / Internal TranscerVeccount #/ to you/will you cash checks for people? Y or If Yes, do you have a dollar limit for cashing checks and how much?
ם	to you cash third party checks? I or B
D	No you/will you perform wire transfer services for your clients? Y or B (Moncygram, Western Union, etc.)
ם	to you/will you sell money orders? Y on (B) If Yes, are there limits to the amount you will sell?
D	No you/will you own, lease or operate ATMS? Y or H If Yes, approximately how many?
P	roduct/Services Requested:
-	, , , , , , , , , , , , , , , , , , ,
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	ype of deposits/withdrawals typically made?:
- c	ash Checks Blectronic (ACH)
W	ire Transfers(domentic or foreign)
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B	ank Rep:KAITLYN MCMASTER Branch:1

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People's United Bank

BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIO

Legal Name of Business (the "Depositor")	Jay Peak Hotel Suites Stateside Lp	Limited Partnership
Trade Names of Depositor, If Any (i.e. Doing Business As)		
Primary Address of Depositor	4850 Vt Rt 242 Jay VT 05859	
Type of Legal Entity	Limited Partnership	
Owner, President, Chairperson, General Pariner, Authorized Officer, Managing Member or Principal (Specify Name & Tille)	William of Stenger	General Partner
Account Number	Com 6129	

The Certified Resolutions that appear in this document have been duly adopted by the owner(s) or the governing body of the Derwhose identifying information appears above and which the signers below certify as correct. When the phrase "Deposit Accounts" ar in these Resolutions, it means any or all of the following People's United Bank deposit accounts: People's United Business Chr Accounts, People's United Business Savings Accounts, People's United Business Money Market Accounts, and People's I Commercial Certificates of Deposit or any additional accounts which may be established in the future.

When the phrase "Deposit Services" appears in these Resolutions, it means the following People's United Bank deposit services: Pe United MasterMoneyTM BusinessCard, People's United Business ATM Card, Telephone Banking, and Online Banking, or any add service which may be requested.

The Certified Resolutions authorize and direct the Depositor: (i) to establish the Deposit Accounts with People's United Bank and to the Deposit Services from People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business D Account Contract (including the People's United Bank Business Schedule of Deposit Account Charges), in its current form and as it m modified from time to time (the "Business Deposit Account Contract"). People's United Bank will open and maintain the Deposit Acc and provide the Deposit Services for the Depositor in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED, That People's United Bank, an FDIC Insured depository institution headquartered in Bridgeport. Connecticut, be, hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor depo the Deposit Accounts by any person or entity seeking to make such deposit and in whatever manner such deposit is endorsed unendorsed; and

RESOLVED, That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business D Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Con as modified from time to time and Depositor waives its right to jury trial in any action arising out of or connected with any account service; and

Authorized Signers.

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Deposition and each hereby is, designated as an Authorized Signer to act on behalf of the Depositor In accordance with these Certified Resol (fill in names and titles of individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer
William J Stenger	Owner
George A Gulisano	Signer
Jake Webster	Signer
Steve Wright	Signer
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Use of Deposit Accounts

RESOLVED, That People's United Bank be, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, incles, bills of exchange, acceptances, and other instruments (collectively, "instruments") or orders for the payment, transfer, or with of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such instruments and/or i are made, signed, or endorsed by the signature, the facsimile or specimen signature (actual or purported), or the oral direction of any of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, tra or withic available when a such increase an overdraft in the account on which it is drawn, although any such payment shall be permitted sole discretion of People's United Bank; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update inform on any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by other means as People's United Bank may make available to the Depositor, People's United Bank to initiate the transfer of funds be any Deposit Account and any other Deposit Account; and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, c Instruction reasonably believed by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bani act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, prc that People's United Bank acts In good faith; and

RESOLVED, That the Depositor hereby acknowledges that People's United Bank will assign the Depositor a Business Personal St Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the D Accounts via telephone, on the Internet, or through the use of a Business Card, If auch a Card is issued to the Depositor; and

RESOLVED, That, if the Depositor receives a Business ATM Card or MasterMoney[™] BusinessCard, the Depositor hereby authorizes Authorized Signer to receive his or her own unique Personal Identification Number that will enable that Authorized Signer to utili; Depositor's Business ATM card or MasterMoney[™] BusinessCard to access some or all of the Deposit Accounts on behalf of the Dep and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of Instruments and/or orders that are he by People's United Bank without gross negligence, and People's United Bank shall not be liable for the acts or failure to act of its age subagents, any networks, clearing houses, or other interchanges or devices used, or for any other casualty; and

RESOLVED, That the Depositor assumes full responsibility for and shall indemnify People's United Bank against all losses, ilabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, o actions taken in good faith and in reliance upon, these Resolutions; and

RESOLVED, That the Depositor shall notify People's United Bank promptly and in writing of any change in (a) these Resolutions; (identity of the Authorized Signers; (c) the identity of persons authorized to obtain and use a Business ATM Card; (d) the identity persons authorized to use a MasterMoney[™] BusinessCard on behalf of the Depositor; (e) the ownership of the Depositor; or (Depositor's legal structure or status, Including the Depositor's dissolution or bankruptcy; and

RESOLVED, That People's Unlied Bank may rely on these Certified Resolutions and on any certification by any ONE Authorized Signatures of the Authorized Signers of the Depositor until People's t authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's t Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on notice; and

RESOLVED, That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions be, and hereby is, designated a duty authorized representative of Depositor for all matters related to these Certified Resolutions, includir execution of this document on behalf of the Depositor, and the certification to People's United Bank (a) of the name, office (if any signature of each of the Authorized Signers, (b) that the Resolutions set forth herein have been adopted in accordance with all appl governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

Certifications

Each individual who signs this document hereby certifies and warrants to People's United Bank that:

- (a) The Resolutions set forth herein: (i) have been property adopted by the Depositor in accordance and conformity wind Depositor's governing documents, all agreements with third parties, and all laws applicable to the Depositor; (ii) have been modified or rescinded; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duly authorized representative of the Depositor, authorized to act on behalf of the Depositor in all m pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions Including but not limi executing this document on behalf of the Depositor;
- (c) The Depositor Is duly organized and in good standing in the jurisdiction in which it is organized;
- (d) A current and complete copy of the Depositor's organizational document (for example, its certificate of incorporatic erticles of organization, its partnership agreement, its charter, or other similar document) has been provided herew People's United Bank. Sole proprietorships are not required to submit an organizational document;
- (c) If the Depositor is a corporation owned by one shareholder, the undersigned cartilles to People's United Bank that he/ the sole shareholder and officer of such corporation;
- (f) If a trade name is used by Depositor, the undersigned certifies that a duly certified Trade Name or Doing Busine Certificate or the equivalent has been delivered to People's United Bank;

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People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 2 of 5 Member FDIC

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- (g) If the Depositor is a limited liability company or partnership, the undersigned are all of its members, managers, or partner the case may be;
- (h) He or she understands that People's United Bank will rely on the truth of these certifications in conducting business w Depositor;
- (i) If the Depositor, or any one individual listed as an authorized signer, should direct People's United Bank to preauthorized transfers, to combine or to electronically deliver account statements, or to establish an internet be relationship including the designation of an internal administrator that can entitle other Individuals (who may or may a signers) to view and have access to any and all accounts granted the right by People's United Bank at its sole discretic Depositor hereby agrees to be subject to the terms and conditions of the BDAC, the Business Deposit Account Schere Charges, the Business Electronic Banking Agreement, and any other agreements, as updated, with People's United that apply to the depositor's accounts now or in the future;
- (j) The Depositor (and any current or future authorized signatories or otherwise designated individuals) hereby certifies does not, nor will it ever engage in restricted transactions, such as internet gambling. Such transactions are prohibited being processed into or out of the Depositor's account(s) or relationship via any means, including but not limited to ch check collection systems, electronic money transmission, card-based transactions (ATM or MasterMoneyTM Businesse ACH (Automated Clearing House), Wire Transfers, or third-party processors; and
- (k) Each signature below represents the true and accurate signature of the named person and that such person hold corresponding title (if any);

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 3 of 5 Member FDIC

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	IN WITNESS WHEREOF, I/we have signed the	ese Certified Resolutions on the 10	day of Januar, 20_12
		SIGNING INSTRUCTIONS	
	 A Business Owned by Only One Person: If the Depo a corporation that is owned by only one shareholder, 	sitor is owned by only one person, this docu this document must be signed by the preside	ment must be signed by the owner. In the int of the corporation.
	 Partnership: If the Depositor is a partnership, this business owned jointly by a husband and wife. 	document must be signed by all of the ge	neral partners of the Depositor. This inc
	 Limited Liability Company: If the Depositor is a limite members of the Depositor. If the Depositor is operat than the member(s). 	d liability company with more than one men ed by one or more manager(s), this docume	ther, this document must be signed by each int may be signed by each of the managers
	 Umited Uability Partnership: If the Depositor is a limit the partners of the Depositor. If the Depositor is op rather than the partner(s). 	ted liability partnership with more than one i erated by one or more manager(s), this doe	partner, this document must be signed by cument may be signed by each of the main
*	 Corporation Owned by More than One Shareholder: must be signed by the president of the corporation. additional person must also sign this document. 	If the Depositor is a corporation that is own if the president of the corporation is also	ied by more than one shareholder, this do an Authorized Signer (listed above), at lea
	 Corporation Owned by One Shareholder: If the Depo president. 	sitor is a corporation that is owned by one s	hareholder, this document must be signed
	 Other Entity: If the Depositor is an entity not listed at of the Depositor to do so of the persons sign 	ove, this document must be sloned by a new	TON OF PAREAUS authorized by the sources
3	 Other Entity: If the Depositor Is an entity not listed at of the Depositor to do so of if one of the persons sign must also sign this document. 	ove, this document must be signed by a per ing this document is also an Authorized Sig	rson or persons authorized by the governin Iner (listed above), at least one additional
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People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604-4913 Page 4 of 5 Member FDIC

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Account Title: Jay Peak Hotel Sultes Stateside Lp LPT Jake Webster Steve Kebster SIG SIG William J Stenger Stateside Lp LPT Jake Webster Steve Kright Steve Kright Steve Kright Sig Business and an eurborized Signer Information. The owner of the business ecount, whose TIN is certified below is an owner, managing member, general partner, and warrants to Business and an eurborized Signer on the new received to the business via the terms and an eurborized Signer on the new received to the business with respect to the eccount. Whose TIN is certified below is an owner, managing member, general partner, authorized officer or principal of the business and an eurborized Signer on the eccount pursuent to the legal documents submitted to People's United Bank. By designating a person as a signer bolow, owner(s)s represents and warrants to People's United Bank the person has the number in the new received a coxy of the Business business Description of the eccount. By disting this signature can the person has the number in the new received a coxy of the Business becaunt Charges and agree to varie on the forms and contracting or onter of the terms and contraction sont contracting frammation and agree to varie to received a coxy of the Business People's United Bank the person is a signature can the new received a coxy of the Business Depuls Surface to varie to referent of the person and agree to the forms and contracting or contracting the signature can the terms and contracting the signature can the received to end the sterim cancellant elevel of the term. The accurate cancel benefitied from time to varie and will be splaving the signature can the form size of the public time. If the term and contracting the signature can the term and contracting the signature can the person the person and cancel the other accurated term and contracting the signature can the term and contracting the signature can the term and contracting the signature can the person that the person the secount cancel term of the term and contracting term of th	Jake Webster SIG Steve Wright SIG
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Name 2: William J Stenger Name 5: Name 5: Relationship: Owner Address: Po Box 1292 Po Box 1292 Newport VT 05855-5292 Newport VT 05855-5292	Steve Wright Signer 71/k menus 56 Apple Tree Ln Newport VT 09555
Name 3: George A Gullsano Relationship: Signer 2574 Relationship Address: 1961 M. 2008: 2574 Relationship Address: Jay VT 05859 Jay VT 05859	TIN: DOB:
Jay Peak Hotel Sultes Stateside Lp 4550 Vt Rt 242 Jay VT 05859 dition exists on this acrount:	As a duly authorized representative of the husdness klending of bebuilder ATON NUMBER CERTIFICATION OF TXVPAYER IDENTIFICATION NUMBER peaking on behalf of the husdness klending do the authorian number and filling in mot subject to backup withholding for the mean checked below, or (b) intervention number and (2004) is an not subject to backup withholding for the mean checked below, or (b) intervention number and (2004) is an not subject to backup withholding for the mean checked below, or (b) intervention number and (2004) is an not Scholding backup withholding as a result or induction in ductor inducting a (2,5, mesion filen). Yuu must cross out firm 2 above if it wither by the iRS that you are currently cubject to backup withholding because you have inder to move all means and of the above and it and the new result immoves you have inder to mean all means and of the intervention if an evential firm to backup Form Wye is tradient All and the result all it ans are (2004) if and the new result in the court of the intervention of the intervention if an evential firm to backup Form Wye is the intervention of the intervention from Wreak is the intervention (from Wreak is the equired).
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Opened 12/13/2012 Employee 24276 CS2	CHEX systems called by:	Management Approvai:	4850 Vt Rt 242 Jay VT 05859 The following examine condition exists on this account	Jay Peak Biomedical Research Park William J Stenger Account Mailing Address:	Address	Relationship.	Newport VT 05855-5292	Address: Po Box 1292	Relationship: Ownar	Jay VT 05859	rship	Name 1: Jay Peak Blomedical Research Park	Signature 3	Signature to LIVINA	<u>Business Owner and Authoritsed Signer Information:</u> The owner of the business account, whose TIN is cer business and an authorized spiner on the account pursuant to the legal documents submitted to People's Linit People's United Bank the generation of the account pursuant to the local documents with respect to the account By signing this tegrature are person have the authority to ereceived a leaf of the business with respect to the account by signing this tegrature are person have the authority are exceived a leaf of the business Deposit for the account and errer to the terms and conductive or person and therein a they may be modified from time to time. Where and w out of or in connection with the account by selecting the MS/ATM checkbox below, you authorize People's Uni-	Account Title: Jay Peak Biomedical Research Park William J Stenger	
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Last Updated The Employce	Signature:	Data Distance of the second se	has notified me that I am no barger subject to backup withholding, and (3) I am a U.S. parson (including a U.S. residen alien). You must cross our liam 2 above if you intre been notified by the IRS that you are currently subject to backup withholding becaust you have failed to report all interest and thickness on your tax return	CERTIFICATION OF TAXPAYER IDENTIFICATION WINEER As a duly authorized representative of the business identified above and speaking or before of the business, I certify, under panalized of popury bar (1) the number shown on this forms is my correct support identification number and [2][e] I am not subject to bescap withholding for the reason teck-det below, or [b] I have at been notification number and Favenue Source(TRS) that an subject to backup withholding as a read of a below to been devided of the formal Favenue Source(TRS) that an subject to backup withholding to read to be a back to be a bac	Address:	Relationship	Name 6	Address:	Name s: Relationship		Relationship	3	MSATM Signature 5	M\$ATM Signature 4	<u>Business Owner and Authorized Signer Information:</u> The owner of the business account, whose TIN is certified below is an owner, managing member, general pattner, authorized officer or principal of the business and an authorized signer on the account pursuant to the legit documents submitted to People's United Bank. By designating a person as a signer below, owner(s) represents and warrants to People's United Bank the generative of the account of the business action of the business and an authorized signer of the account contract, authorized signer below, owner(s) represents and warrants to People's United Bank the generative of the function of the business with respect to the account. By designating a person as a signer below, owner(s) represents and warrants to By signer is the terms and conductive of the function of the Business Deposit Account Contract, Business Schadule of Deposit Account Charges and Business Account Schedule of Deposit Account Charges and Business Account Schedule of a trait by fury in any legal action, proceeding or counterclarms arking and agree to the terms and condition of the MSATIM checkbox below, you authorize People's United to write our don't to a trait by fury in any legal action, proceeding or counterclarms arking out of or in connection with the account for the MSATIM checkbox below, you authorize People's United to order an ATM Card and/or MasterMoney Debit Card on your behalf for this account.	•	
Branch	Dele: . 12/13/12	Shere (Creating and the second	Gng, and (3) i am a U.S. person (including a U.S. resident blied by the IRS theil you are currently subject to backup and intervent and christeries on your far refurn and intervent and christeries on your far refurn	R LOENTIFICA TRON NUMBER bores and Speaking on behalf of the business, i certify, under my corrod taxpayer (desaffration number and (2)(a) i an noi v, of (b) i have not been notified by the internal Revenue flot a kilora bor anous al internat or doctatorat.	008;	TIN		· DOB:	TIN:		TIN: DOB:		MS/ATM	MS /ATM	general partner, authorized officer or principal of the r below, owner(s)s represents and warrants to Chargas and Business Account Schedule of Interest any legal action, proceeding or counterclarms articling any legal action, proceeding or to this account.		

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People's United

BUSINESS DEPOSIT ACCOUNT CERTIFIED RESOLUTIONS

Legal Name of Business (the "Depositor")	Jay Peak biomedical Research Park	Limited Partnership
Trade Names of Depositor, If Any (I.e. Doing Business As)		
Primary Address of Depositor	4850 VT Route 242 Jay, VI 05859	
Type of Legal Entity	Limited Partnership	Local A
Owner, President, Chairperson, Ganeral Partner, Authorized Officer, Managing Member or Principal (Specify Name & Title)	William J Senger, President	
Account Number	General 46739	

The Cortified Resolutions that appear in this occument have been duly adopted by the owner(s) or the governing body of the Depositor whose identifying information appears above and which the signers below certify as correct. When the phrase "Deposit Accounts' appears in these Resolutions, it means any or all of the following People's United Bank deposit accounts: People's United Business Checking Accounts, People's United Business Savings Accounts, People's United Business Monay Market Accounts, and People's United Commercial Certificates of Deposit or any additional accounts which may be established in the future.

When the phrase "Deposit Services" appears in these Resolutions, it means the following People's United Bank deposit services: People's United MasterMoney¹⁴⁴ BusinessCard, People's United Business ATM Card, Telephone Banking, and Online Banking, or any additional service which may be requested.

The Certified Resolutions authorize and direct the Depositor; (i) to establish the Deposit Accounts with People's United Bank and to obtain the Deposit Services from People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business Deposit Account Contract (including the People's United Bank; and (ii) to enter into and to be bound by the People's United Bank Business Deposit modified from time to time (the "Business Deposit Account Contract"). People's United Bank will open and maintain the Deposit Accounts and provide the Deposit Services for the Deposit or in reliance on these Certified Resolutions.

Authorization of Deposit Accounts at People's United Bank

RESOLVED, That People's United Bank, an FDIC insured depository institution headquartered in Bridgeport, Connecticut, be, and it hereby is, designated a depository of funds of the Depositor, with authority to accept at any time for the credit of the Depositor deposits in the Deposit Accounts by any person or entity seeking to make such deposit and in whatever manner such deposit is endorsed or if unendorsed; and

RESOLVED. That the Depositor be, and it hereby is, authorized and directed to enter into and to be bound by the Business Deposit Account Contract and that all of the Deposit Accounts and Deposit Services shall be subject to such Business Deposit Account Contract, as modified from time to time and Depositor waives its right to jury trial in any action arising out of or connected with any account or service; and

Authorized Signers

RESOLVED, That each of the following named individuals, or persons from time to time holding the following offices of the Depositor, be, and each hereby is, designated as an Authorized Signer to act on behalf of the Depositor in accordance with these Certified Resolutions (fill in names and tilles of individuals); and

Please Print Name of Authorized Signer	Please Print Title of Authorized Signer
William J Stenger	Owner
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IN WITNESS WHEREOF, I/we have signed these Certified Resolutions on the _____ day of ______ 20____

SIGNING INSTRUCTIONS

- A Business Owned by Only One Person: If the Depositor is owned by only one person, this document must be signed by the owner. In the case of
 a corporation that is owned by only one shareholder, this document must be signed by the president of the corporation.
- Partnership: If the Depositor is a partnership, this document must be signed by all of the general partners of the Depositor. This includes a
 business owned jointly by a husband and wife.
- Limited Liebility Company: if the Depositor is a limited liebility company with more than one member, this document must be signed by each of the members of the Depositor. If the Depositor is operated by one or more manager(s), this document may be signed by each of the managers rather than the member(s).
- Limited Liability Partnership: If the Depositor is a limited liability partnership with more than one partner, this document must be signed by each of the partners of the Depositor... If the Depositor is operated by one or more manager(s), this document may be signed by each of the managers, rather than the partner(s).
- Corporation Owned by More than One Shareholder, if the Depositor is a corporation that is owned by more than one shareholder, this document
 must be signed by the prosident of the corporation. If the president of the corporation is also an Authorized Signer (listed above), at least one
 additional person must also sign this document.
- Corporation Owned by One Shareholder: If the Depositor is a corporation that is owned by one shareholder, this document must be signed by the
 president.
- Other Entily: If the Depositor is an entity not listed above, this document must be signed by a person or persons authorized by the governing body of the Depositor to do so. If one of the persons signing this document is also an Authorized Signer (listed above), at least one additional person must also signifying document.

IF ANY PERSON SIGNS THIS DOCUMENT OUTSIDE OF THE PRESENCE OF A PEOPLE'S UNITED BANK REPRESENTATIVE, THAT PERSON'S SIGNATURE MUST BE NOTARIZED.

Signature William D. Stanger Printed Name	Notary Acknowledgement (Notary is needed only if form is not signed before a People's United employee) State of
-Wesilent' CEO Title Signature of People's United Bank Witness	On the <u>13</u> th day of <u>D</u> <u>C</u> . 2012, before me, the undersigned, a Notary Public in and for said State, personally eppeared <u>William 1.5</u> tagger personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/rier capacity, and that by his/her signature on the instrument, the individual, or the person upon behall of whom the individual acted, executed
Printed Name of People's United Bank Wilness	- Individual, of the person upon bonal of whole the instrument. STAMP Karew Algringth Notar Public, State of 21/0/13
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People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Moin Street * Bridgeport, CT 06604-4913 Page 4 of 5 Member FDIC

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Use of Deposit Accounts

RESOLVED, That People's United Bank be, and it hereby is, authorized and directed to certify, pay, or otherwise honor all checks, drafts, notes, bills of exchange, acceptances, and other instruments (collectively, "Instruments") or orders for the payment, transfer, or withdrawal of money, including electronic orders or transfers, for whatever purpose and to whomsoever payable when such Instruments and/or orders are made, signed, or endorsed by the signature, the facsimile or specimen signature (actual or purported), or the oral direction of any ONE of the Authorized Signers, including payments and/or transfers to any one or more Authorized Signers and even if such payment, transfer, or withdrawal will create or increase an overdraft in the account on which it is drawn, although any such payment shall be permitted in the sole discretion of People's United Bank; and

RESOLVED. That each Authonized Signer be, and hereby is, individually authorized on behalf of the Depositor to open and close the Deposit Accounts, to apply for and to obtain any services related to those accounts (including the Deposit Services), to update information on any Deposit Account, and to endorse, negotiate, and collect any and all instruments; and

RESOLVED, That each Authorized Signer be, and hereby is, individually authorized on behalf of the Depositor to instruct, orally or by such other means as People's United Bank may make available to the Depositor, People's United Bank to initiate the transfer of funds between any Deposit Account and any other Deposit Account; and

RESOLVED, That People's United Bank may rely on the signature, endorsement, order, facsimile signature, specimen signature, or oral instruction reasonably believed by People's United Bank to be made by any ONE Authorized Signer, and that People's United Bank may act on any direction of any ONE Authorized Signer without inquiry and without regard to the application of the proceeds thereof, provided that People's United Bank acts in good faith; and

RESOLVED. That the Depositor hereby acknowledges that People's United Bank will assign the Depositor a Business Personal Security Number and/or a Business Identification Number that any Authorized Signer will be able to use to access one or more of the Deposit Accounts via telephone, on the Internet, or through the use of a Business Card, if such a Card Is issued to the Depositor; and

RESOLVED, That, if the Depositor receives a Business ATM Card or MasterMoneyTM BusinessCard, the Depositor hereby authorizes each Authorized Signer to receive his or her own unique Personal Identification Number that will enable that Authorized Signer to utilize the Depositor's Business ATM card or MasterMoneyTM BusinessCard to access some or all of the Deposit Accounts on behalf of the Depositor; and

Miscellaneous Resolutions

RESOLVED, That People's United Bank shall not be liable in connection with the collection of Instruments and/or orders that are handled by People's United Bank without gross negligence, and People's United Bank shall not be liable for the acts or failure to act of its agents or subagents, any networks, clearing houses, or other interchanges or devices used, or for any other casuality; and

RESOLVED, That the Depositor assumes full responsibility for and shall indemnify People's United Bank against all losses, costs, liabilities, and claims resulting from payments, withdrawals, transfers, or orders made or purported to be made in accordance with, or from actions taken in good faith and in reliance upon, these Resolutions; and

RESOLVED, That the Depositor shall notify People's United Bank promptly and in writing of any change in (a) these Resolutions; (b) the identity of the Authorized Signers; (c) the identity of parsons authorized to obtain and use a Business ATM Card; (d) the identity of the persons authorized to use a MasterMoneyTM BusinessCard on behalf of the Depositor; (e) the ownership of the Depositor; or (f) the Depositor's legal structure or status, including the Depositor's dissolution or benkruptcy; and

RESOLVED. That People's United Bank may rely on these Certified Resolutions and on any certification by any ONE Authorized Signer or authorized representative of the Depositor as to the names and signatures of the Authorized Signers of the Depositor until People's United Bank has actually received written notice, facsimile or otherwise, of a change and has had a reasonable period of time to act on such notice; and

RESOLVED. That each of the persons listed at the end of the Certified Resolutions as a signer of the Certified Resolutions be, and each hereby is, designated a duly authorized representative of Depositor for all matters related to these Certified Resolutions. Including the execution of this document on behalf of the Depositor, and the certification to People's United Bank (a) of the name, office (if any), and signature of each of the Authorized Signers, (b) that the Resolutions set forth herein have been adopted in accordance with all applicable governing documents, third party agreements, and laws applicable to the Depositor, and (c) of all other matters to be certified herein.

Certifications

Each Individual who signs this document hereby certifies and warrants to People's United Bank that:

- (a) The Resolutions set forth herein: (i) have been properly adopted by the Depositor in accordance and conformity with the Depositor's governing documents, all egreements with third parties, and all laws applicable to the Depositor; (ii) have not been modified or rescinded; and (iii) are in full force and effect and binding on the Depositor.
- (b) He or she is the duty authorized representative of the Depositor, authorized to act on behalf of the Depositor in all matters pertaining to its rights, responsibilities, and activities in connection with these Certified Resolutions including but not limited to executing this document on behalf of the Depositor;
- (c) The Depositor is duly organized and in good standing in the jurisdiction in which it is organized;
- (d) A current and complete copy of the Depositor's organizational document (for example, its certificate of incorporation, its articles of organization, its partnership agreement, its charter, or other similar document) has been provided herewith to People's United Bank. Sole proprietorships are not required to submit an organizational document;
- (c) If the Depositor is a corporation owned by one shareholder, the undersigned certifies to People's United Bank that he/she is the sole shareholder and officer of such corporation;
- (f) If a trade name is used by Depositor, the undersigned certifies that a duly certified Trade Name or Doing Business As Certificate or the equivalent has been delivered to People's United Bank:

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2004/004

(g) If the Depositor is a limited liability company or partnership, the undersigned are all of its members, managers, or partners, as the case may be;

- (h) He or she understands that People's United Bank will rely on the truth of these certifications in conducting business with the Depositor;
- (i) If the Depositor, or any one individual listed as an authorized signer, should direct People's United Bank to make preauthorized transfers, to combine or to electronically deliver account statements, or to establish an internet banking relationship including the designation, of an internal administrator that can entitle other individuals (who may or may not be signers) to view and have access to any and all accounts granted the right by People's United Bank at its sole discretion, the Depositor hereby agrees to be subject to the terms and conditions of the BDAC, the Business Deposit Account Schedule of Charges, the Business Electronic Banking Agreement, and any other agreements, as updated, with Paople's United Bank that apply to the depositor's accounts now or in the future;
- (j) The Depositor (and any current or future authorized signatories or otherwise designated individuals) hereby certifies that it does not, nor will it ever engage in restricted transactions, such as Interinet gambling. Such transactions are prohibited from being processed into or out of the Depositor's account(s) or relationship via any means, including but not limited to check or check collection systems, electronic money transmission, card-based transactions (ATM or MasterMoneyTM BusinessCard), ACH (Automated Clearing House), Wire Transfers, or third-party processors; and
- (k) Each signature below represents the Irue and accurate signature of the named person and that such person holds the corresponding title (if any);

People's United Bank Business Deposit Account Certified Resolution (COM200 V6 12/2009) Bridgeport Center * 850 Main Street * Bridgeport, CT 06604:4913 Page 3 of 5 Member FDIC

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Page 1 of 1 -Peoples United Bank Business Signature Card P.001/00.4 Account Type Cash Management Checking 7509 Account # Account Title: Jay Peak Penthouse Sultes Lp × ... LPT Jake Webster SIG OWN William J Stenger, SIG Steven Wright Business Ownet and Authorized Stanet Information. The o er of the TIN IS CO I partner, authorized officer or pri owner(3)s tepresonia and wattan pursuant to the legal doc to ect on behalf of the bu pet of the on authorized and in authorized in a bank the parson h FAX)18023345103 33 007 is! Uwe have recoived a copy of the By sinod thorein as they may be modified relecting the M\$44734 childhow belo By sla nt Charges and Business A DON I NO EESI our right to a trial by jury in any legal action, proce The Card analyse Matter Plane y Dank Card on you ing or counts 10 MS/ATM :"Signature 4 Sig MS ATM We Signature 2 MS/ATM Signature 5 MS /ATM 0 Signature 3 MS/ATM Signature 6 MS /ATM Nome t: Jay Peak Ponthouse B Jake Webster Name 4: Relationship: Limited Partnership Relationship Signer TIN: 1305 Address: 4850 Vt Rt 242 TIN (Certification Required): 1985 4850 VI Rt 242 Jay VT 05859 William J Stanger DOB: Jay VT 05859 Name 2: Name 5: Relationship: Owner Address: TIN: 1451 DOB: 1948 Relationship Address: TIN: DOB: 1276 Bluff Rd Newport VT 05855 Name 6: Relationship Address: Stoven Wright Name 3: 17:19 Peoples united Newport VT Relationship: Signer Address: TIN: -5133 TAN: DOB: 88 Apple Tree Ln Hamport VT 03853 CERTFICATION OF TAXPAYER IDENTIFICATION NUMBER Under penolves of perjuny, Leardy that (1) the TN number shown on this form is ny correct bappager identification number, and [2] (a) is mind a variet to backup withhalding for the assance thecked below, or (b) have not been notified by the immail Revenue Service (RS) nat is a takject to backup withhalding as result of a filtent so report la filtent at and dividenta, or (c) the IRA has notified me final an no longer subject to backup withhalding, and (3) Unless the Non -Resident Alien backor is cinctud, cardify that is an U.S. person, funding to U.S. person, funding the Alient Alen. And (1) the FATCA codels) entered on this term (d avy) indicable that I am exempt than FATCA reporting is correct. If you are subject to backup withhalding you must aliek on the takeowing frac. Jay Peak Penthouse Suites Lp Account Mailing Address: 4850 VI Rt 242 Jay VT 05859 The following except tion exists on this account Low Provident m an: (Check one il applicable): Non-Resident Alien I am exempt from ATC Covie (Form VV-8 is required) ment Approval: 12/03/2014 CHEX systems called by. 11/25 Signature Dale: Opened 11/24/2014 CS2 12/2013 Employee 24491 Last Updated (Title Change) Branch 0000302 Employee Branch Print

JP Peoples 2-001003

 Ø Open New Account O Update Existing Account 		Ac		rmation and Agreemen
RAYMOND JAMES & ASSOCIATES, INC. Member New York Stock Skchange/SIPC	New Ac Service Co 866-585 DMS Elig	enter Fax 5-6639	0 1 2 1 2 Account Form # Account 33E 0 Branch# FA #	rd # 6D9 6420 Speed Dial #
Account Type and Registration	e unional aireany, are inconstantenen			
Type (select one) O Capital Access Acc	ount	Standard Account	s O Dire	et Account
Registration (Setect one below) Q Individual Q Tenants in Control Q Joint (WROS) Partnership Q Joint Tenants by Entirety Q Proprietorship Q Community Property Q Corporation Margin Requested (Subject to Approval,Im Account Information Complete Account Title: Jay Peak Hotel Suites LP Jay Peak Management Inc. Partner	000	Relationship Link Nar	Trust Estate Guardianship 529 Plan Other Client Initials (Branch Use Only):	O Simple IRA
Account Owner 1 Information				
				Tenants in Common
Jay Peak Hotel Suites LP		Aliana)		%
First Name, Middle Initial, Last Name OR Entity Name Citizenship Status (Select one below): ØUS Citizen (Resident Alien (Non-R	esident Alien	Man	ital Status: (Select one Married O Single	e bełow):
S.S. # (555-55-5555) or Tax ID # (55-55555555)	Date of Birth	h (mm-dd-yyyy) E-i	mail Address	
O Drivers License # OR O Passport ID # (option	ral) Expiration [Date Sta	ate/Country	
111 Ne 1st St FI 4 Mailing Address (If PO Box /APC/FPO, provide physical add	esses below)	Miami City	FL State	33132-2517049 Zip
Mailing Address (in FO Box Art GFF C, provide physical address		City	State	Zip
Jay Peak Inc			- 10 AL AL	
	nemployed	Occupation (most receiped)	nt if, retired))5 579-9082	

Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 13 of 61

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count Owner 2 Infor	mation			-	•	*****
Jay Peak Management Inc.					Tena	ents in Comm %
First Name, Middle Initial, Last Name	OR Entity Name (Trust, Corpor	ation}		- Turns		
Citizenship Status (Select one below):	Marita	I Status	(Select one	e below):	
O US Citizen O Reside	nt Alien O Non-Resident Alien	W-8 Required)	C	Married	O Single	
4601	11/11/1	911				
S.S. # (555-55-5555) or Tax ID # (55-5	555555) Date of Bi	nh (mm-dd-yyyy) E-m	ail Addres	s		
O Drivers License # OR O Pass	port ID # (optional) Expiration	Date State	Country			
Mailing Address (If PO Box /APO/FPO,	provide physical addresses below)	City		S	tate Zip	
egal Address		City		S	tate Zip	
Name of Employer O Retired	O Unemployed	Occupation (most rec	cent if, rel	tired)		
Home Phone Number	Cell Phone Number		Monte	Phone Numi		
	Cont no c manuer		AADIK	- none india	2	
ccount Suitability	nik tau tuto ka tau ina kana ana ana ana ana ana ana ana ana					
Account Financial Informatic	on	Investment Exp	perienc	e		
Combined Annual Income	Combined Net Worth	Provide your experience	e, if any, wi	ith the followin	g investment typ	es.
oombined Annoan moonio	Excluding Personal Residence(s)		None	Limited	Moderate	Extensive
				0	0	0
O \$0-\$19,999	O \$0-\$19,999		~			0
O \$0-\$19,999 O \$20,000-\$50,000	O \$0-\$19,999 O \$20,000-\$50,090	Equities	0	Q	0	
0 \$20,000-\$50,000		Equities Bonds	0	92 92	0	0
O \$20,000-\$50,000 O \$50,001-\$100,000	O \$20,000-\$50,000			-	-	0
 \$20,000-\$50,000 \$50,001-\$100,000 \$100,001-\$200,000 	O \$20,000-\$50,000 O \$50,001-\$100,000	Bonds	0	SQ.	0	
 \$20,000-\$50,000 \$50,001-\$100,000 \$100,001-\$200,000 \$200,001-\$500,000 	 \$20,000-\$50,000 \$50,001-\$100,000 \$100,001-\$250,000 	Bonds Options/Futures Mutual Funds	000	92 92	0 0 0	0
 \$20,000-\$50,000 \$50,001-\$100,000 \$100,001-\$200,000 	 \$20,000-\$50,000 \$50,001-\$100,000 \$100,001-\$250,000 \$100,001-\$250,000 \$250,001-\$500,000 	Bonds Options/Futures	0		0	0

Select Only One Objective and Associated Risk Tolerance Objective **Risk Tolerance** Capital Preservation O Low O Low O Medium O High Income 🐼 Medium O High Growth

O High Speculation

Primary Time Horizon O5-10 years

X > 10 years

O < 5 years

Select Only One Objective and Associated Risk Tolerance

Objective		R	isk Tolerance	
Capital Preservation	0	Low		
Income	0	Low	X Medium	O High
Growth	0	Medium	O High	
Speculation	0	High		
Sec	ondan	y Time Ho	rizon	
O < 5 years	0	5 - 10 years	s 🗱 > 10 ;	/ears

Please select one of the following option	s from each category below:							
Securities & Stock Dividend	Funds / Cash Sweep.							
B Hold to Street Name / From Account	O Raymond James Bank Deposit Program (RJI	BDP)						
O Direct Registration Service	O Raymond James Bank Deposit Program/Clie	nt Interest Program over \$250,000						
Cash Dividend	Sclient Interest Program (CIP)	Glient Interest Program (CIP)						
10 Hold in Account	O Heritage Cash Trust (HCT) - Receipt of prosp	Heritage Cash Trust (HCT) - Receipt of prospectus acknowledged						
O Mail Check to address of record	O Heritage Cash Trust Municipal (HCTM) - Rec	eipt of prospectus acknowledged						
O Hold Principal. Mail Dividends / Interest	O Raymond James Bank, FSP w/ Checking (co	mplete separate application)						
	O Will Remit / Send Check							
nitial Transaction:	O Buy O Sell	O Deposit O. Transfer						
(Description / Amount)								
oital Access Details (Complet	this section only if Capital Access Acce	ount is selected on Page 1.						
Type (Select one)								
O Capital Access O Capital Access plus F	ewards O Capital Access Premium O Capi	ital Access Premium plus Rewards						
Account Identification and Security								
following question when you call with inquiries about	to proted you and the assets held in your Capital Acc it your adcount or for identification when transacting purc p your adcount identification and security information in a	chases with your VISA® Platinum deb						
Security Key:	(minimum of 3 characters)	maximum of 8)						
Account Card Holders (Listed on Account	It Registration)							
Print Card Name (If different from Legal Name)	(maximum of 26 characters, including spaces)							
Print Card Name (If different from Legal Name)	(maximum of 26 characters, including spaces)							
Additional Card Holders (Card Holder	Only)							
or additional card holders not listed on the ac	count registration: I understand and agree to the term ity is limited to the use of the Capital Access VISA® Plat	ns and conditions in the Capital Acces						
COURT Agreement. I also undestante and thy addition								
Print Name	Social So	ecurity #						
rint Card Name (If different from above)								
(inter	imum of 26 characters, including spaces)	Date						
Authorized VISAs Platinum debit cardholder signa								
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Print Name	Social Se	ecurity #						
nint Card Name (if different from above)	imum of 26 characters, including spaces)							
		Date						
withorized VISAn Platinum debit cardholder skina								
uthorized VISApPlatinum debit cardholder signa								
or Company or Trust								

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Capital Access Details	
Check Information Check Imprint (Information appears in upper left corner of check) (maximum of 35 characters per line)	Shipping Method: Q Regular Q First Class Q Express Delive (10-14 business days) (7-10 business days) (except weekends Additional charges apply for First Class and Express shipping. <u>M</u> <u>charge</u> for Regular Defivery. Alternate Shipping Address
Check Type	
Check Design	City State Zip
Wallet, Private Design checks are provided at <u>no gha</u> Additional check types and designs are available for an additi fee and may be viewed at www.harfand.net.	arge. ional Country
# of Checks Starting Check #	Phone #
Check Charge to (if applicable):	Chinging Charmante (deputeshiel)
GIGGLA GRAINE LO IN COMPANY	· SHODING CHARGE LO (# 80086808).
O Client O Financial Advisor O Bran Power of Attorney for Capital Access Features O	NLY tal Access Account Agreement. A completed POA or LPOA (Form #01316)
O Client O Financial Advisor O Bran Power of Attorney for Capital Access Features O I understand and agree to the terms and conditions in the Capit document is required, must include the signature of the Attorne	nch O Client O Financial Advisor O Branch DNLY tal Access Account Agreement. A completed POA or LPOA (Form #01316)
O Client O Financial Advisor O Bran Power of Attorney for Capital Access Features O I understand and agree to the terms and conditions in the Capit document is required, must include the signature of the Attorne	O Client O Financial Advisor O Branch DNLY tal Access Account Agreement. A completed POA or LPOA (Form #01316) ay in Fact and be accepted before authorization will take offect.
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Client O Financial Advisor O Brail Power of Attorney for Capital Access Features O I understand and agree to the terms and conditions in the Capit document is required, must include the signature of the Attorne Print Name	Inch O Client O Financial Advisor O Branch ONLY Ital Access Account Agreement. A completed POA or LPOA (Form #01316) by in Fact and be accepted before authorization will take effect.
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Accou	nt Owner 1	Accour	at Owner 2	
🗴 I am	O Fam not	O I am	O I am not	an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship:
				Father-In-Law
🗴 lam	O I am not	Otam	O I am not	an employee of or related to an employees of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or a officer of a bank, trust company, or insurance company. Employees/related person employer:
				in the position of:
O I am	🐼 Lam not	Q I am	O I am not	a director, corporate officer, or a 10% shareholder of a publicly traded company. Indicate the name of the company and relationship:
O You may	🗴 You may not	🔾 You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 8, paragraph 6 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates Inc. Is an affiliate of Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates, Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, and are not guaranteed by Raymond James Bank, FSB, and, are subject to Investment risks, including possible loss of principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Count Owner 1 Signature	Date	Financial Advisor Signature	Date
Account Owner 2 Signature (if applicable)	Date	Branch Mänager Signature	Date .
Account Owner 3 Signature (if applicable)	Date	Account Owner 4 Signature (if applicable)	Date



	1	Pa	artnership Accour
RAYMOND JAMES & ASSOCIATES, INC. Member New York Slock Exchange/SIPC	New Accounts Fax St. Petersburg - 866-453-9412 Sputhfield - 866-493-9966 DMS Eligible	1153 Form # 33E Branch #	Account # 06D9 6420 FA # Speed Dial#
We, the undersigned, as general partners of partnership, hereby authorize you, Raymond James & We hereby authorize: Arcel Quirc	Associettes, Inc. ("Raymond James") to open	<u>L'P</u> , (the "Par an account in the nam	rtnership*) a duly organiz e of the Partnership.
(Signature)	(Print) (Signature)		<u> </u>
(Print)	(Print)		
(Signature)	(Signature)		
(Print)	(Print)		<u></u>

(Signature)

(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell(including short sales) and trade in stocks, bonds, options and commodities, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and risk and in the Partnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree to indemnify and hold Raymond James harmless from, and to pay promptly on demand, any and all losses arising from these activities or any debit balance due.

(Signature

We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account as fully and completely as if they were the sole owner(s) of the account. All of the activities previously mentioned may be carried out without notico to the Partnership's reports.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

This authorization and indemnity is binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 880 Canilon Parkway, St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorized (a) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, retain portions of , or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or otherwise.

It is further agreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the Partnership shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice end Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit of Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

Partner Signature	Date	Partner Signature	Date
Partner Signature	Date	Partner Signature	Date

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	AC	Counti	mornana	n and C	TIMITE		
RAYMOND	S, INC.	Servi	Accounts ce Center 1x 866-406-4235	01212 Form # 33E Branch #	Accoun	D9	74 6420
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Olam	🖋 i am not	Olam	O i am not	an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or an officer of a bank, trust company, or insurance company. Employees/related person employer:
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Olam	🖋 I am not	Olam	Olaminot	a director, corporate officer, or a 10% shareholder of a publication traded company. Indicate the name of the company and relationship;
⊖ You may	You may not	O You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revonue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 27 of 61

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Diam	🕈 i ant not	Ôtam	Ô I am nót	an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship:
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О Үси тау	You may not	O You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission,

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

*** have received the Client Agreement for my records.***

Raymond James & Ansociates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this decument other than the certifications required to avoid backup withholding.

9/9/11	Account Owner 3 Signature (if applicable)	Oate
Date /	Account Owner 4 Signature (if applicable)	Date
9/9/11	Branch Manager Signature	23te/91
	9/9/11 Date /	9/9/11 Date / Account Owner & Signature (if applicable)



RAYMOND JAMES

	Li	imited Po	wer of	Attorney
RAYMOND JAMES®	New Accounts Service Center	01437 Form #	Account #	174
	Scan or Fax 866-406-4235	Branch #	24J4	6420 Speed Dial #

Complete Account Title	Attorney-In-Fact Name	
Jay Construction Management	Ariel Quiros	
Compared to Client(s)		
Business Partners		

Client hereby authorizes above named person to act as Attorney-In-Fact and perform the following instructions for Client's Raymond

	 Execute or revise any New Account Agreement with Raymond James;
	_ Execute or enter into any Agreements with third party investment advisers or money managers;
	Buy and sell securities including any transactions which may create a margin debit in my Account;
	 Execute letters of authorization to transfer cash or securities including IRA distributions (applicable distribution forms must be presented or on file) from my Account to any party, excluding above named Attorney-In-Fact;
	_ Make deposits into my Account;
	 Transact business online via Raymond James Investor Access. This Investor Access authorization allows: Access to Funds Transfer that includes the ability to use established profiles to transfer funds in and out of Raymond James. This may include distributions from IRA accounts; Access to establish online trading (<i>if requested by advisors and approved by branch managers</i>); Access to manage Document Delivery preferences including electronic delivery of statements, trade confirmations, shareholder communications, regulatory, and other client communications.
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Client Acknowledgments and Signatures

Raymond James is authorized to follow the instructions of my Attorney-In-Fact in every respect concerning my Account as set forth above. My Attorney-In-Fact is authorized to act for me on my behalf in the same manner and with the same force and effect as I might or could do with respect to my Raymond James Investment Account. I hereby agree to indemnify and hold Raymond James harmless from any and all actions, legal proceedings or arbitration brought against Raymond James as a result of the actions of my Attorney-In-Fact or my breach of this Limited Power of Attorney. I also agree to indemnify and hold Raymond James from any and all trading or investment losses and tax consequences resulting from the actions of my Attorney-In-Fact. Moreover, I will pay Raymond James promptly on demand any debit balance due to Raymond James as a result of the actions of my Attorney-In-Fact. Notwithstanding anything to the contrary in this Limited Power of Attorney the indemnities in this Limited Power of Attorney.

By signing below, I hereby ratify and confirm any and all transactions with Raymond James heretofore or hereafter made by my Attorney-In-Fact relating to my Account. Any transactions on the part of my Attorney-In-Fact shall be binding on me, my heirs, successors and assigns. This authorization and indemnity is in addition to any rights which Raymond James may have under any other agreement or agreements between me and Raymond James. I furthermore agree there are no other documents that would conflict with this Limited Power of Attorney and that I have confirmed this Limited Power of Attorney is valid according to all applicable state rules, laws or regulations.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by me by written notice addressed to Raymond James and delivered to your office at 880 Carillon Parkway, Attn: New Accounts, St. Petersburg, Florida 33716. Such revocation shall enure to the benefit of your firm and of any successor firm or any assigns of your present or any successor firm. This authorization shall cease upon my death.

For purposes of this Limited Power of Attorney the term "Raymond James" shall mean and include Raymond James & Associates, Inc., Raymond James Financial Services, Inc., and their respective affiliates.

Page 1 of 7 RJA-Quiros-003286

Case 1:16-cv-21301-DPG	Document 66-6	Entered on ELSD	Docket 0//25/2016	Page 29 of 61
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Raymond James prohibits your Financial Advisor from having Limited Power of Attorney over your Accounts. All Signatures requested below are required.

Gotas Charles 12/2	Client Signature (if applicable)	Date
12/13	Witness 1 Signature (if applicable)	Date
print)	Witness 1 Name (please print)	
Lucia Katio PEREZ		-
	Witness 2 Signature (<i>if applicable</i>)	Date
print)	Witness 2 Name (please print)	
Pablo Ileredia		
worn to and subscribed before me this	Sworn to and subscribed before me this	
13 day of December, 2012	day of, 20	
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who is personally known to he or who has produced	who is personally known to me or who ha	s produced
as identification].	as identification.
State: County of:	Notary Public Signature and Seal	f:
Commission Expiration Date:	Commission Expiration Date:	
Financial Advisor Signature		Date
Attorney-In-Fact Acknowledgment and Signat	ire	
By signing below, I acknowledge that I have received, re orth in the Client Agreement incorporated herein by this	ad, understand, and agree to abide by the ter s reference.	ms and conditions set
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13B 01437RJA DCT 11/12		Page 2 of 7
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Case 1:16-cv-21301-DPG Document 66-6	Entered on FLSD Docket 04/25/2016 Page 30 of 61
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Received Fax : Sep 14 2011 2:20EM	The Station : OSE OF DAME COURTY INC. 0 ?
SEP. 14. 2011 2:18PM RAYMOND JAMES	NO. 766 P. 2
	15811174
Jay Construction Management Inc	
111 NE 1" Street, Floor 4	
Mlami, Fl. 33132	
September 14, 2011	

I am hereby delegating that Mr. Ariel Quiros may act as a third party on behalf of my company Jay Construction Management, Inc. I authorize him to sign documents, transfer and wire monies on my behalf. Please process this document and request.

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Sincerely, a

Mr. Jong Weon Choi, President

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01121 per S. Witkop 

Document Name: Power of Attorney Document Number: 00015 Account: Image: 1174 Business Unit Business Unit Business Unit Name: New Accounts - General Business Unit Fax: (866) 406-4235 Please ensure FOA is on file for this account. Its only two pages. If have any questions please contact me at speed dial 6420.	Document Number: 00015 Account: Business Unit	
Account: Business Unit Name: New Accounts - General Business Unit Fax: (866) 406-4235 Additional Notes Please ensure POA is on file for this account. Its only two pages. If have any questions please contact me at	Account: Business Unit	
Business Unit Name: New Accounts - General Business Unit Fax: (866) 406-4235 Additional Notes Please ensure POA is on file for this account. Its only two pages. If have any questions please contact me at	Business Unit	
Business Unit Name: New Accounts - General Business Unit Fax: (866) 406-4235 Additional Notes Please ensure FOA is on file for this account. Its only two pages. If have any questions please contact me at		
Business Unit Fax: (866) 406-4235 Additional Notes Please ensure FOA is on file for this account. Its only two pages. If have any questions please contact me at	Business Unit Name: New Accounts - General	
Please ensure POA is on file for this account. Its only two pages. If have any questions please contact me at		
Please ensure POA is on file for this account. Its only two pages. If have any questions please contact me at	Business Unit Fax: (866) 406-4235	
two pages. If have any questions please contact me at	Additional Notes	
	two pages. If have any questions please contact	ts only me at

The contents of this fax message and any attachments are intended soley for the addressee(s) named in this message. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges, and may constitute non-public information. This information is intended for use only by the addressee indicated above. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert Raymond James Branch Services Department. by, calling.us.at (800-647;7274.x73000)... Please return the original message to us by fax; mails or if electronic; reroute the messages back to the sender, and then destroy this message and its attachments. Please be advised that any disclosure, copying, distribution, or use of the contents of this information is strictly prohibited and may be unlawful.

Sep OCT. 13. 2011 . 4: 10PM

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GRAYMOND JAMES LUUNIT INC.

1 (3031573-NO. 708



F:\DOC\3800\3394-Quires\Durable Power of Attorney2 wpd

DURABLE POWER OF ATTORNEY

1. I, JONG WEON CHOI, hereby appoint ARIEL I. QUIROS, and in my name, place, and stead, and for my use and benefit, giving and granting full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises regarding Jay Construction Management, Inc., hereinafter ("JCMI") as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof. This Power of Attorney includes and authorizes Ariel I. Quiros to endorse, deposit and disburse checks or otherwise as to all items of income or expense or otherwise of JCMI. All matters regarding JCMI are included but not limited to, opening bank accounts, savings accounts, writing checks, drawing documents, holding corporate meetings, electing officers or directors, buying and selling real estate or personal property, or any and all other matters regarding JCMI. There is herein further included the following:

a. To exercise, do, or perform any act, right, power, duty, or obligation whatsoever that I now have or may acquire the legal right, power, or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business, property, real or personal, tangible or intangible, or matter whatsoever;

b. To ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, bonds, notes, checks, drafts, accounts, deposits, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as are now, or shall hereafter become due, owing, payable, owned, or belonging to me or in which I have or may acquire an interest, and to have, use, and take all lawful ways and means and legal and equitable remedies, procedures and writs in my name for the collection and recovery thereof, and to compromise, settle, and agree for the same, and to make, execute, and deliver for me and in my name all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

c. To lease, purchase, exchange, and acquire, and to bargain, contract, and agree for the lease, purchase, exchange, and acquisition of, and to take, receive, and possess any real or personal property whatsoever, intangible or tangible, or interest therein, on such terms and conditions, and under such covenants, as such attorney in fact shall deem proper;

d. To improve, repair, maintain, manage, insure, rent, lease, sell, release, convey, subject to liens, mortgage, and hypothecate, and in any way or manner to deal with all or any part of any real or personal property, intangible and tangible, whatsoever, or any interest therein, which I now own or may hereafter acquire, for me and in my name, and under such terms and conditions, and under such covenants as such attorney shall deem proper (especially Exhibit A).

e. To engage in and transact any and all lawful business of whatever nature or kind for me and in my name;

Page 1 of 3

Initial

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To make gifts. p.

I further grant to my attorney in fact full power and authority to do and perform all 2. and every act and thing whatsoever requisite, necessary, and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my attorney in fact or his substitute, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

This instrument is to be construed and interpreted as a durable general power of 3. attorney. The enumeration of specific items, acts, rights, or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting the general powers herein granted to my attorney in fact.

The rights, powers, and authority of my attorney in fact to exercise any and all of the 4. rights and powers herein granted shall commence and be in full force and effect on June 1, 2010. and shall remain in full force and effect thereafter until terminated by written instrument executed with the same formality as this instrument. The written termination shall not be effective until delivered to the attorney in fact named herein at his last known address.

Dated this _____ day of July, 2011. JONG WEON CHOI (seal)

WITNESSES:

day of July, 2011, at Miami, Florida. SWORN TO AND SUBSCRIBED before me this ______

Page 3 of 3

Personally known Produced I.D. X____ I.D. produced

ALLEEN RIVERO MY COMMISSION # DD 942000 EXPIRES: January 22, 2014 Sonday Tiru Notary Public Uniternity

NOTARY PUBLIC, State of Florida My Commission Expires:

hen Divero NOTARY'S NAME (Typed, Printed or Stamped)

This instrument prepared by: LAW OFFICES OF BRIAN R. HERSH 1541 Brickell Avenue, Suite 1016 Miami, Florida 33130-4477 Telephone: (305) 371-6294

Initial

ase 1:16-cv-21301-DPG Document 66	-6 Entered on FLSD I	DOCKEL 04/25/2016 Page 34 0
SEP. 2. 2011 2 3:01PM4 I PM RAYMOND JAM	MESMES	NU. 423 P. 1 NU. 423 P. 1
Corporat	e Resolution - Mar	gin/Short Sale Accounts
RAYMOND JAMES [®]	New Accounts Service Center Scan or Fax 866-408-4235	0.1018 Account# From # Account# 33E 06D9 Branch # FA#
(Security N	largin/Short Sale Account only - Fi	ull Authority)
, Aileen Rivero	, Secretary of Jay Construe	tion Management htc (Name of Corporation)
a second and the second and existing model and	g is a true and complete copy or reso	Utical (the Uticals a choose of the Board of Dir- uticals adopted at a niceting of the Board of Dir- at which a uncount was present and

ectors of the Corporation duly called and held on <u>AllOG Strain (2.011</u>). at which a quorum was present and voting, or by unanimous written consent of directors in lieu of a meeting; that said resolutions are now in full force and effect and have not been recorded; and that said resolutions are not in conflict with the Charter or By-Laws of the Corporation.

Resolved -

First: That the President of any Vice President of this Corporation of any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with Raymond James & Associates, Inc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise discosing of, and generally dealing in and with any and all forms of securities including, but not finited to shares, stocks, bonds, debentures, notes, options, sortip, participation certificates of indebtedness of whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, amargement, or transaction, which shall be entered into by any such officer gendor agent for and oh behalf of the Corporation with or through the Broker, to order the transfer or delivery of securities to any other person whatseever, and/or to order the transfer or frecard of any securities to any name selected by any of the said officers or agents; or otherwise; to adort agents any detertion any determinents, or otherwise; to adort any securities in order to person whatseever, and/or to order the transfer of recard of any securities to any name selected by any of the said officers or agents; to affect the sale or exercise of any rights with respect to any securities; to adort any terms or concetton all releases, powers or atterney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any securities; to the proper agent or parcel delivery of any securities; to adore the purpose of effecting any securities; to adore the purpose of effecting any securities; to accept delivery of any securities; to accept delivery of any securities; to accept delivery of any securities; to append agent or persons or conversion with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generality to do and the all addor necessary in connection with the account, or considered desirable by such officer and/or agents with respect to any teres and/or agents in b

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hareby authorized, empowered and directed to certify to the Broker. (a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any cartification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a weiver of this provision, nor shall the fact that any person hereby empowered cases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall catlify such changes to the Broker in writing in the menner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretafore authorized, and to empower the persons thereby substituted.

South: That the foregoing resolutions and the certificates actually furnished to the Brokar by the Secretary of the Corporation pursuant thereto, be and they hereby are made travocable until written notice of the revocation thereof shall have been received by the Brokar.

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Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 35 of 61 SEP. 2. 2011 3: 01PM PM. RAYMOND JAMES & ----- NO. 362

sP. 2 '



I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the frue and accurate specimen signeture of those authorized by the foregoing resolutions.

Jong West Chai	Provident's Signature
Mice President (Please Print)	Vice President's Sensiture
Other Officer, spesify file (Plat20 Print)	Officer's Signature
Other Officer, specify this (Please Print)	Officer's Steredure

I further cartify that the sold Corporation is duty organized and existing and has the power to take the action calle resolutions annexed bends. In witness whereas, I have affixed my hand this ______ As _____ day of ______ by the resolutions annexed hereto. In witness whereof, I have affixed my hand this _ day of_ (Yest)

CROBING STRONG	Diako:
aller Ruce	 B-1-11

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and essignment must both bear the same date.)

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RJ-CON-01018-NULL

Page 2 da

Case 1:16-cv-21301-DPG Document 66		Docket 04/25/2016	Page 36 of 6
KAYMOND	JAMES	NO. 423	P. 1
Corporate	e Resolution - Mar	gin/Short Sale	Accounts
RAYMOND JAMES®	New Accounts Service Center Scan or Fax 866-406-4235	0.1018 Form # Account # 33E 060 Branch # FA #	9 6420 Speed Diel R
(Security M	argin/Short Sale Account only - Fi		
, Aileen Rivero	, Secretary of Jay Construct	(Name of Corporation)	
a corporation organized and existing under and b "Corporation") do hereby certify that the following	y virtue of the Laws of the State of I	Florida Autions adopted at a meeting	(the of the Board of Dir-
ectors of the Corporation duly called and held on		, at which a quon	um was present and

voting, or by unanimous written concent of directors in lieu of a meeting; that said resolutions are now in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of the Corporation.

Resolved ---

First: That the President of any Vice President of this Corporation of any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with Raymond James & Associates, Inc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to shares, stocks, bonds, debentures, notes, options, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind of nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to effix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass till thereto; to direct the sale or exercise of any rights with respect to any such account; to direct the Broker to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the Broker to surrender any securities; to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protoctive or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generality to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker.

(a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered cases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing in the menner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Statt: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker.

158 .01018 DCT .Rev. 5/08 -

1

NO. 423

Date

B-1-

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions.

Jong Wes Choi	Prosident's Signature
Vice President (Please Print)	Vice President's Signature
Other Officer, specify little (Plasse Print)	Officer's Signature
Other Officer, specify title (Please Print)	Officer's Signature

I further certify that the seld Corporation is duly organized and existing and has the power to take the action celled for by the resolutions approach bento, in witness whereof. I have affixed my hand this __________ day of _______________ resolutions annexed hereto. In witness whereof, I have affixed my hand this day of (Year)

Secretary Squetter Russe poer.

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

188,01018,0CT, Ray, 5/05

RJ-CON-01018-NULL

Page 2 of 2

& ASSOCIATE	S INC	Service Center	01212 Form # Account #	
Member New York Stock E		n or Fax 866-406-4235	33E 06E Branch # FA #	59 64 Speed D
Open New Account	O Update Existing Acco	ount		
Account Type and I	Registration			
Type (Select one) O Cap	ital Access Account	Standard Account	O Direct Account	
Registration (Select one b	pelow)			
O Individual	O Tenants in Common	O LLC	O Trust	O IRA
O Joint (WROS)	S Partnership	O Unincorporated Assoc	O Estate	O Roth IR
O Joint Tenants by Entirety	O Proprietorship	O UTMA/UGMA	O Guardianship	O SEP IR
O Community Property	O Corporation	O Qualified Plan	O 529 Plan O Other	O Simple
Margin Requested (su	bject to Approval, Initials Requi	red): O No Ves	Client Initials	Client In
Complete Account Title: Juy Reak Lodo	yet Townhouse	Relationship Link Nar		
	5	Related Accounts (Bra	anch Use Only):	
LP				
LP To O L COO	10-7			
LP Jay Peak GPS	envices Lodge J	nc		
LP Jay Reak GPS General Pro-	envices Lodge J	nc		
LP Jay Reak GPS General Pa-	envices Lodge I Iner	inc		
General Par	Iner	inc		
General Par	Iner	nc		Tenants in Cor
General Par	formation			Tenants in Cor
UP Jay Peak GPS General Pa- Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Name	Iner Normation	houses LP		Tenants in Cor
General Par Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nam	Hour Iformation odge + Town me Orfentity Name (Trust, Corpo	houses LP ration)	Status (Select one below):	
General Par Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nam Citizenship Status (Select one be	her formation odge & Towr me OREntity Name (Trust, Corpo stow):	Thouses LP ration) Marital		
General Par Account Owner 1 Ir Jay Peak V First Name, Middle Initial, Last Nam Citizenship Status (Select orne be US Citizen O Res	Her formation odge + Towr me OREntity Name (Trust, Corpo elow): ident Alien O Non-Resident A	Thouses LP ration) Marital	Status (Select one below): D Married Single	
General Par Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Læst Nam Citizenship Status (Select orre be US Citizen O Res	Her Iformation Olge & TOWF me OR Patity Name (Trust, Corpo How): ident Alien O Non-Resident A 7831	Thouses LP ration) Marital lien (W-8 Required)	Married Single	Tenants in Cor
General Par Account Owner 1 Ir Jay Peak V First Name, Middle Initial, Last Nau Citizenship Status (Select orne be US Citizen O Res	Her Iformation Olge & TOWF me OR Patity Name (Trust, Corpo How): ident Alien O Non-Resident A 7831	Thouses LP ration) Marital lien (W-8 Required)		
General Par Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Læst Nam Citizenship Status (Select orre be US Citizen O Res	Internation odoe + Town me OREntity Name (Trust, Corpo now): ident Alien O Non-Resident A 1831 1(55-5555555) Date of B	Induses LP ration) Marital lien (W-8 Required) irth (MM-DD-YYYY) E-ma	Married Single	
General Paris Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nau Citizenship Status (Select orre be OUS Citizen O Res S.S. # (555-55-5555) OR Tax ID #	Internation odoe + Town me OREntity Name (Trust, Corpo now): ident Alien O Non-Resident A 1831 1(55-5555555) Date of B	Induses LP ration) Marital lien (W-8 Required) irth (MM-DD-YYYY) E-ma	Married Single	
General Par Account Owner 1 In Jay Peak V First Name, Middle Initial, Last Nat Citizenship Status (Select one be OUS Citizen O Res S.S. # (555-55-5555) OR Tex ID #	Internation office of Towns me or Entity Name (Trust, Corpored itow): ident Alien O Non-Resident A 1831 4 (55-5555555) Date of B ssport ID # (optional) Expiration	Thouses LP ration) Marital lien (W-8 Required) C irth (MM-DD-YYYY) E-ma n Date State Miami	Married Single	
Genesal Paris Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nau Citizenship Status (Select orre be O US Citizen O Res S.S. # (555-55-5555) OR Tex ID # O Driver's License # OR O Pa 111 NE 1st Street, FI. #4 Mailing Address (If PO Box/APOIR	Internation office of Towns me or Entity Name (Trust, Corpored itow): ident Alien O Non-Resident A 1831 4 (55-5555555) Date of B ssport ID # (optional) Expiration	Thouses LP ration) Marital lien (W-8 Required) C irth (MM-DD-YYYY) E-ma n Date State Miami	Married Single il Address /Country Fl	33132.
Genesal Paris Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nau Citizenship Status (Select orre be OUS Citizen O Res US Citizen O Res S.S. # (555-55-5555) OR Tax ID # O Driver's License # OR O Pa 111 NE 1st Street, FI. #4 Mailing Address (If PO Box/APO/F	Aner Information Alor A TOWF me OREntity Name (Trust, Corpo elow): ident Alien O Non-Resident A 1831 4 (55-555555) Date of E assport ID # (optional) Expiration PO, provide a physical address b	houses LP ration) Marital lien (W-8 Required) irth (MM-DD-YYYY) E-ma n Date State Miami elow) City	Married Single il Address /Country Fl State	33132. Zip
General Paris Account Owner 1 Ir Jay Peak V First Name, Middle Initial, Last Nau Citizenship Status (Select orne be US Citizen O Res US Citizen O Res S.S. # (555-55-5555) OR Tex ID # O Driver's License # OR O Pa 111 NE 1st Street, FI. #4 Mailing Address (If PO Box/APO/F Legal Address Q. Resorts	Aner Aformation adoe + Town me offentity Name (Trust, Corpore How): Hident Alien O Non-Resident A 1831 165-55555555 Date of E assport ID # (optional) Expiration PO, provide a physical address b LAC	I HOUSES LP ration) Marital lien (W-8 Required) irth (MM-DD-YYYY) E-ma n Date State Miami elow) City City City	D Married Single il Address /Country Fl State State	33132. Zip
General Paris Account Owner 1 Ir Jay Peak U First Name, Middle Initial, Last Nau Citizenship Status (Select orie be OUS Citizen O Res US Citizen O Res S.S. # (555-55-5555) OR Tax ID # ODriver's License # OR O Pa 111 NE 1st Street, FI. #4 Mailing Address (If PO Box/APO/F Legal Address Q. Resorts _ Name of Employer	Aner Information Alor A TOWF me OREntity Name (Trust, Corpo elow): ident Alien O Non-Resident A 1831 4 (55-555555) Date of E assport ID # (optional) Expiration PO, provide a physical address b	I HOUSES LP ration) Marital lien (W-8 Required) irth (MM-DD-YYYY) E-ma n Date State Miami elow) City City City	D Married Single il Address /Country Fl State State	33132. Zip

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		PLECOU	158
Account Owner 2 Information			
Jay Peak GP Services La First Narke Middle Initial, Last Name OR Entity Name (Trust, Corporation)	dge		' Tenants in Common %
Citizenship Status (Select one below):		Marital Status (Select one below):	
O US Cilizen O Resident Alien O Non-Resident Alien (W.	-8 Required)	O Married O Single	
S.S. # (555-55-5555) OR Tax ID # (55-5555555) Date of Birth (MM	1-DD-YYYY)	E-mail Address	
O Driver's License # OR O Passport ID # (optional) Expiration Date		State/Country	
Mailing Address (If PO Box/APO/FPO, provide a physical address below)	City	State	Zip
Legal Address	City	State	Zip
Name of Employer O Retired O Unemployed	Occupation (r	nost recent, if retired)	
Home Phane Number Cell Phone Number		Work Phone Number	

Account Financial Information	on	Investment Exper	ience			
Combined Annual Income	Combined Net Worth	Provide your experien	ice, if any,	with the follo	wing investme	nt types
	Excluding Personal Residence(s)		None	Limited	Moderate	Extensive
O \$0-\$19,999	O \$0-\$19,999					
O \$20,000-\$50,000	O \$20,000-\$50,000	Equities	0	S	0	0
Q \$50,001-\$100,000	O \$50,001-\$100,000	Bonds	0	ø	0	0
O \$100,001-\$200,000	O \$100,001-\$250,000	Options/Futures	0	ø	0	0
O \$200,001-\$500,000	O \$250,001-\$500,000	Mutual Funds	0	ø	0	0
O \$500,001-\$1,000,000	O \$500,001-\$1,000,000	Annuities	S	0	0	0
Over \$1,000,000	O \$1,000,001-\$5,000,000	Margin Trading	0	ø	. 0	0
	Ø Over \$5,000,000					
Primary Objective and Asso	ciated Risk Tolerance	Secondary Object	tive and	Associate	d Risk Tole	rance
Select only one Objective and Asso		Select only one Objec	tive and A		sk Tolerance Risk Toler an	
Objective	Risk Tolerance	Objective		r	KISK I DIEFAR	ice
Capital Preservation O	Low	Capital Preservati	ion	O Low		
Income O	Low O Medium O High	Income		O Low	O Medium	O High
Growth	Medium O High	Growth			Medium	O High
Speculation	O High	Speculation				O High
			Saconda	ry Time He	orizon	
Primary Li	me Horizon	5	Beconua	y inne n	0114011	

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In the second second second	

	11-11-11-11-11-11-11-11-11-11-11-11-11-	Account #
Account Instructions		
Please select one of the following opti	ions from each category below:	
Securities & Stock Dividend	Funds / Cash Sweep	
Hold to Street Name / From Account	O Raymond James Bank Deposit Program (RJB	DP) with Client Interest Program (CIP)
O Direct Registration Service	O Raymond James Bank Deposit Program (RJBI	DP)
	O Client Interest Program (CIP) - (Available for Corpo	oration, Foundation, investment Club, LLC
Cash Dividend	Partnership and Unincorporated Association accounts or	
Hold in Account	Eagle Class - JPMorgan Prime Money Market	Fund (Receipt of prospectus acknowledged)
O Mail Check to address of record	O Eagle Class - JPMorgan Tax Free Money Mark	et Fund (Receipt of prospectus acknowledge
O Hold Principal Mail Dividends / Interest	O Raymond James Bank, FSB with Check Writin application required)	
Initial Transaction:	O Buy O Sel	II O Deposit O Transfer
(Description / Amo	unt)	
Capital Access Details (Cor	nplete this section <u>only</u> if Capital Access Accou	nt is selected on Page 1.)
Type (Select one)		
O Capital Access O Capital Access	plus Rewards O Capital Access Premium O	Capital Access Premium plus Rewards
Account Identification and Security	v	
your VISA®Platinum debit card. All c information in a safe place. Security Key	call with inquiries about your account or for identific ard holders will need this information; keep you	ur account identification and security (minimum of 3 characters/maximum of 8)
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Client Ad	knowledgm	ents and	Signatures	Accouňi#
Accour	nt Owner 1	Accour	nt Owner 2	
O I am	S I am not	O I am	O I am not	an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship:
O I am	🗹 I am not	O I am	O i am not	an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or an officer of a bank, trust company, or insurance company. Employees/related person employer:
				in the position of:
O I am	🗹 I am not	O I am	O I am not	a director, corporate officer, or a 10% shareholder of a publicly traded company. Indicate the name of the company and relationship:
O You may	🗹 You may not	O You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is an affiliate of Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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Account Owner 2 Signature (if applicable)	Date	Account Owner 4 Signature (if applicable)	Date
Financial Advisor Signature	Date	Branch Manager Signature	Date



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O You may	You may not	Q You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

*** have received the Client Agreement for my records.***

Raymond James & Associates, Inc. is an affiliate of Raymond James Bank, FSB, a federally chartened savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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JUN.	1. 2011	3:44PM	RAYMOND	JAMES
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NO. 601 P. 5

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Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 52 of 61

JURY NE 0 2011 1:52MM KAYMOND JAMESE COUNTY INC. 1(305)579NO. 8333 P. 5/5 P-7 Libroived For 1 Jun 9. 7011 2124-M

JUN. 1. 20	11 3:45PM	RAYMOND	JAMES	NO. 601 P. 6
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ng below, I schnowledge that I have received, rand, understand, and agree to abide by all the terms and & set forth in the Client Agroament interported therein by this reference. I also recognize that this Agroament a prodispute explicitlen olivate located on page 2, parsprach 4 and other provisions efficiency my rights.

*** have received the Client Agreement for my records.***

Raymond James & Associates, Inc. Is an affiliate of Raymond James Bank, F3B, a federally chertered savings bank. Unloss otherwise Specified, products purchased from or held at Raymond James Bank, F5B, are not generated by Raymond James and FDIC, are not depends products purchased from or held at Raymond James Bank, F5B, are not generated by Raymond James Bank, F5B, and are outjust to investment fishe, including possible loss of the principal invested. The Internal Revenue Service does not require your consent to any provision of this document other than the cortifications required to avoid backup withholding.

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RAYMOND JAMES' & ASSOCIATES, INC. Hember New York Slock Exchange/SIPC	New Accounts Service Center Fax 866-406-4235 DMS Eligible	1 1 5 3 Form # 33E Branch #	Account # 06D9 FA #	15 81 6420 Speed Dial #
We, the undersigned, as general partners of partnership, hereby authorize you, Raymond Jan We hereby authorize: Ariel Quiros Fint) (Signature)		<u>13 Lodge Inc-(</u> nes") to open an accou	the "Partnership") unt in the name of) a duly organize f the Partnership
(Print)	(Print)			
(Signature)	(Signature)			

(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell (including short sales) and trade in stocks, bonds, options and commodities, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and risk and in the Partnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree to indemnify and hold Raymond James harmless from, and to pay promptly on demand, any and all tosses arising from these activities or any debit balance due.

We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account as fully and completely as if they were the sole owner(s) of the account. All of the activities previously mentioned may be carried out without notice to the Partnership or its partners.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

This authorization and indemnity is binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 880 Carillon Parkway, St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorized (a) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, retain portions of, or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or future law or otherwise.

It is further agreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the Partnership shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit of Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

rtner Signature	- 510-111 Daile	Partner Signature	Date
artner Signature	Date	Partner Signature	Date

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1 Copy - New Accounts

Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 54 of 61 P. 1

COMMUNICATION RESULT REPORT (JUN. 3. 2011 8:34AM) * * * * *

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		Partnership Acc	ount
RAYMOND JAMES & ASSOCIATES, INC. Headler Her fork Stock Eschange/Rife	New Accounts Service Center Fax 856-406-4235 DMS Eligible	Branch # FA# Spood	420 Dia1#
We, the undersigned, as general partners of partnership, hereby authorize you, Raymond Ja Wa hereby authorize: Ariel Quiros Finit) (Signature) (Prinit)	Jau Peak ChP Senic mes & Alsociates, Inc. (Raymond Jar (Bignaure) (Print) (Signaure) (Signaure)		rganized nership.

(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell (including short sales) and trade in stocks, bonds, options and commodities, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and take and in the Partnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree Indemnity and hold Raymond James harmless from, and to pay promptly on demand, any and all tosses arising from these activities or any debit balance due.

(Signanna)

balance due. We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in ell other things necessary or indidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on bohalf of the Partnership with the same force and effect as we night or Agents, or any one of them individually, are authorized to receive demands, notces, confirmations, reports, statements of account and effect as we might or every kind. They may make arrangements on behalf of the Partnership's account, therminette, modify or walve any provisions of such agreements and generally deal on behalf of the Partnership's account as fully and completely as it they were the sole owner(s) of the account. All of the antivities previously mentioned may be carried out without notice to the Partnership or its partners.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

with US. This authorization and indemnity fa binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and affect until revoked by the undersigned, or their respective successors and assigns, authorization and indemnity that shall remain in full force and affect until revoked by the undersigned, or their respective successors and assigns, by a written notice addrossed and delivered to Raymond Jamoa at 850 Carillon Parkway, St. Petersburg, FL 33716. In the event any of up coase to be partners of the Partnership, you are duthorized (a) to continue to treat such person as a partner for all purposes, and as bound by this to be partners of the Partnership, you are duthorized (b) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable firms to act upon such notice, and (b) to take proceedings, require and will no longer be bound by this authorizations in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or future law or otherwise.

Healing, period y to note unity any presented totate fail of binning. It is further agreed that, in the event any of us created to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us creating to be a partner in the Partnership shall affect any authory hereby granted or any liability in any way resulting from transactions inhibited prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall invert of the operating to fact and of any successor firm, incespotive of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of oil notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

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artner Signature	Deto	Parmer Signature	Date

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1 Copy - New Appoints

Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 55 of 61

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gradue) (Bignsture) (Bignsture) (FARD) (Bignsture) (Bignsture) (Bignsture) (Sathership, hereby authorize you; Raymond Ja We hereby authorize: Ariel Outros		"Raymond James"	to open an accou	he "Partnership") Int in the name of (a <i>duly orga</i> the Partner
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• Autorized Auchs"), or any one of them individually, as the Partnership's exercise and/or contracts relations, bottos, and commodities, and any other securities and/or contracts relating to the same, or margin or otherwise for and or contracts relating to the same, or margin or otherwise for any other securities and/or contracts relating to the same, or margin or otherwise for any other securities and/or contracts relating to the same, or margin or otherwise for any other securities and/or contracts relating to the same, or margin or otherwise for any other securities and/or contracts relating to the same, or margin or otherwise for any other securities and/or contracts relating to the same, or hereby age promptly on demand, any and all tasses araling from these softwilles or any and hold Raymond James barnises from, and to pay promptly on demand, any and all tasses araling from these softwilles or any consort with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and it with Raymond James and to deliver securities and make money payments to the market of the Anthrets account, the Author as well as in all other things necessary or incidental to the definition of the Partnership's account, and any ket an order and direct. In all matters and it with Raymond James and to deliver securities account and the the bartnership's account, the Author any one of them individually, are subhorized to eat for and on behalf of the Partnership's account, her Author any one of the partnership's account, her other any one of the partnership's account, her otherwise to the partnership's account. All of wills any one of the partnership's account, her other and all tasses and all tasses and all tasses and the deliver were any one of the partnership's account, her otherwise or any one of the market angements to cland in no way limits or restricts) any may may and all transactions made with you by the Authorized Agents, or any one of them individually, for the Part	Prini)					
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count with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and it violusly mentioned, as well as in all other things necessary or incidental to the administration of the Partmership's account, inc. Author violusly mentioned, as well as in all other things necessary or incidental to the administration of the Partmership's account, inc. Author wild do. Furthermore, they are subhorized to receive demands, notices, confirmations, reports, statements of account and communication any kind. They may make argnetized to receive demands, notices, confirmations, reports, statements of account and communication any kind. They may make argnetized to notehal of the Partmership's account, terminate, modify or waive any providens of successary and d generally deal on baheff of the Partmership's account as fully and completely as if they were the sole owner(s) of the account. All of initias previously mentioned may be camped out which out notice to the Partmership on the partmership. If a partmers, or any one of them individually, for the Partmership is account, the is authorized Agents, or any one of them individually, for the Partmership is a to the administration of the partmership is a the addition to (and in no way limits or restricts) ony fights Raymond James any have under any other agree h us. It is authorized and indemnity is binding on the undersigned, the Partmership and all respective autoencessors and dealigns. It is also a contribute is additioned to (and in no way limits to its in the individually for the partmership is a content of the partmership and all respective autoencessors and dealigns. It is also a contribute and indemnity the shall respect and the administration and intermet of the partmership is a content of the partmership is a content of the partmership is a content of the partmership and all respective and the partmership is a content of the partmership is a content of the partmership and in addition to cand in no way linci	erms of the Raymond James Customer Agreen ndemnify and hold Raymond James harmless in palance due.	om, and to pay promptly	y on demand, any a	nd all losses arisin	g from these activ	hereby agr ities or any
count. "This authorization is in addition to (and in no way limits or restricts) any rights Reymond James may have under any other agree In us. Is authorization and indemnity is binding on the undersigned, the Parithership and all respective auceasors and easigns. It is also a contri horization and indemnity that shall remain in full forces and effect until revoked by the undersigned, or their respective successors and easigns. It is authorization and indemnity that shall remain in full forces and effect until revoked by the undersigned, or their respective successors and easigns. It is also a contri horization and indemnity that shall remain in full forces and effect until revoked by the undersigned, or their respective successors and easi a written notice addrocsed and delivered to Raymond James at \$80 Carillon Parkway, St. Petersburg, FL 33716. In the event any of us es be partners of the Partnership, you are outhorized (a) to continue to their such period as a partner for all purposes, and are bound by horization, until such time as one of Us, or our representative, delivers written notice to your effices that such period has caused to be a parts, retain portions of, or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself egainst any pote sittly, penalty or leas under any present or future law or otherwise. Further agreed that, in the event any of us causes to be a partner of the Partnership, the remaining partners will immediately cause, you to be no writing or such face. No potice of revocation of any of us causing to be a partner in the Partnership aband the family a source any out to be no writing or such as intersections find the necesition of any armond James having reasonable time to act upoor to the apartner in the Partnership aband at the meshale time to act upoor to the accession and armond James having reasonable time to act upoor to	iscount with Raymond James and to telliver sec reviously mentioned, as well as in all other this previously mentioned, as well as in all other this build do. Farthermore, they are suthorized to n very kind. They may make any angements on be and goverally deal on beheft of the Partnership attivities previously mentioned may be carried o	urities and make money ings necessary or incide iorized to act for and on aceive demands, notices inall of the Partnership's A account As fully and ut without notice to the I	payments to them a ental to the adminis behalf of the Partn s, confirmations, re account, terminate complately as if the Partnership or its pa	is they may order a stration of the Part ership with the sam ports, statements of modify or walve a sy were the sole or artners.	nd direct, in slim, nership's account ne ferce and effec of account and cou ny provisions of a wner(s) of the acc	atters and t , the Author t as we mig nonunicatio uch agreem count. All c
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aject to the following provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are two ded to the following (a non-Authorized Agent);	apers, retain portions of, or restrict transactions ability, penalty or loss under any present or futu- ic further agreed that, in the eventary of us const- in writing of such field. No notice of novocition of a ebility in any way rosulting from transactions initi- uther/astico, and indomnity shall inuer to the ber	iny of us cessing to be a j ated prior to the receipt c refit of Raymond James	pariner in the Parine f notice and Raymo and of any auccess	nd James having n	asonable time to:	y granted o
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1 Copy - New Accounts
	Corporate Resolution	on - Margin 7 S	Short Sale	Account	S
RAYMOND JAMES	New Accounts	01018		581	٦
The state in the state of the s	Service Center Fax	Form#	Account #	No. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	
& ASSOCIATES, INC. Hember New York Stock Exchange/SIPC	866-406-4235 DMS Eligible	33E	06D9	6420 Speed Dial #	
(Security 1	Margin/Short Sale Accounts Only -	Full Authority)		i a c	
Ariel Quiros	, Secretary of CA.	()	Services	Wodge_	Ir
(Secretary's Name) a corporation organized and existing under and by virtu do hereby certify that the following is a true and comp	ue of the Laws of the State of <u>Vermont</u> lete copy of resolutions adopted at a me			he " Corporation pration duly call	
and held on 5/2-7/1(, a meeting; that said resolutions are now in full force ar or By-Laws of the Corporation. Resolved	at which a quorum was present and volin nd effect and have not been rescinded; e	g, or by unanimous writ and that said resolutions	ten consent of dir are not in conflic	ectors in lieu o t with the Char	ler
and each of them individually is, authorized and empo may be margin accounts, with Raymond James & As acquiring, selling (including short-sales), possessing, and all forms of securities including, but not limited tos is of interest of any and every kind of nature whatsoew otherwise. The fullest authority at all times with respect to any so to be proper in connection therewith is hereby conferre- to the Broker with respect to said transactions; to bind which shall be entered into by any such officer and/o be necessary in connection with any of the said acc of securities to any other person whatsoewer, and/or or agents; to affix the corporate seal to any document sale or exercise of any rights with respect to any secu- n connection with any such accounts, and to agree to o the proper agent or party for the purpose of effecting or otherwise; to accept delivery of any securities; to a gents is hereby empowered to do, and generally to officer and/or agent with respect thereto. Second: That the Broker may deal with any and al- with the Corporation directly. Third: That the Broker may rely upon any certific stoker shall not constitute a waiver of this provision, r becomes an officer under some other tille, in any way a my transaction if the transaction is in accordance w Fifth: That in the forker nay rely upon any certific any transaction if the transaction is in accordance w Sixth: That in the foregoing resolutions: new transaction if the transaction is in accordance w Sixth: That in the foregoing resolutions and the certif hey hereby are made irrevocable until written notice if whereby are made irrevocable until written notice if where here is above provided, which r authorized, and to empower the persons thereby su sixth: That the foregoing resolutions and the certif hey hereby are made irrevocable until written notice if where certify that each of the following has been of	sociates, Inc., (herein called the "Broke transferring, exchanging, pledging, or oft shares, stocks, bonds, debentures, notes, n action, evidences of indebledness, com ver, secured or unsecured; whether repr such commitment or with respect to any tr d, including authority (without limiting the g and obligate the Corporation to and for th r agent for and on behalf of the Corporation to order the transfer of record of any set so argreements, or otherwise; to endors unities; to sign on behalf of the Corporation any terms or conditions to control any su g any exchange or conversion, or for the p appoint any other person or persons to or do and take all action necessary in conr il persons directly or indirectly by the fore- ant is hereby authorized, empowered and is hereby authorized, empowered; cation given in accordance with these re- n or the rescission of the authority so ev- or shall the fact that any person hereby affects the powers hereby conferred. The is the authority actually granted. e or powers of persons hereby empower notification, when received, shall be adequibations.	r) for the purpose of pulierwise disposing of, an options, scrip, participal resented by trust, participal resented by trust, participal esented by trust, participal esented by trust, participal esentity of the foregoin e carrying out of any continuous with or through the sit funds with the Broke ecurities to any name seany securities in order an all releases, powers of chaccount; to direct the purpose of deposit with a solutions, as continuing idenced, and the dispatempowered ceases to failure to supply any speed, the Secretary shall tate both to terminate the the Secretary of the Greet and the dispatempowered to the Broken and the dispatempowered ceases to failure to supply any speed, the Secretary of the Greet Broken and the Greet Broken and the Greet Broken and the Greet Broken and the Greet Broken and the Greet Broken Brok	rchasing, investing d generally dealing iton certificates, is ipating and/or off any of the said officing g) to give written o thraat, arrängemen Broker; to pay su r; to order the tra- elected by any of r to pass tille their of attorney and/or Broker to surrence into protective or Broker to surrence into protective or Broker to surrence into any of the said, or considered divered, as though the rered, as though the Broker: fully effective unit toh or receipt of a be an officer of the clinen signature si certify such change a powers of the period	g in, or otherwis g in and with an ghts to subscrib s and certificates is and certificates is and certificates is and/or agent roral instruction nt, or transaction ich sums as mansfer or delive the said office reto; to direct the other documen der any securitie imilar committe lesirable by such hey were dealing ess and until the any other form the Corporation hall not invalidation ges to the Brok risons thereto, be an	serve as or its sin avris lets se or high efforte ere d
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	Officer's Signalu				_
er Officer, specifylide (Please Print) urther cartify that the said Corporation is duly organi	Officer's Signatu		hu the mentution	annevart horns	0
witness whereof, I have affixed my hand this	ized and existing and has the power to the day of day of Secretary Signature	Allege		2011 fear	
Note: This certification should be used in conjunction assignment. The officer certifying the resolution mus	i with either the assignment provided on e it not execute the assignment. The certi	ach certificate of stock fication and assignment	and registered bo I must both bear I	nd, or a separa he same date.	te)
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* COMMUNICATION RESULT REPORT (JUN. 3. 2011 8:36AM) * *

FAX HEADER: RAYMOND JAMES

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REASON FOR ERROR E-1) HANG UP OR LINE FAIL E-3) NO ANSWER

E-2 NO FACSIMILE CONNECTION

Corporate Resolution - Margin / Short Sale Accounts

RAYMOND JAMES & ASSOCIATES, INC. MARDUN NU VILL BARE EXCHANGE FIELD	New Accounts Service Center Fax 866-406-4238 DMS Eligible	01018 Form #	06D9 6420
Ariel Quiros (Security	Margin/Short Sale Accounts Only Fu	Branch#	FA# Speed Dist#

GP Services Lodge Inc

a corporation organized and existing under and by virtue of the Laws of the State of Vermont (Namo of Corporation) a corporation organized and existing under and by virtue of the Laws of the State of Vermont (Namo of Corporation) a corporation of the Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation (Une "Corporation") and held on (Second Corporation) (Second C

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Ariel Quiros	
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Vice President (Please Print)	Vice Presidents Signature
Othor Officer. epecify Inde (Fleete Print)	Officer's Signature
Other Officer, specify Ble (Proces Prim)	Officer's Bignaure
I further certify that the said Corporation is duly organized and existing and	has the power to take the action childs for by he revolutions ganesed hereto.
In witness whereof, I have affixed my hand this	day of Alan is bar remaindents annaxed hereto.
	Call glad
(Note: This certification should be used in conjunction with other the assign	Showbry Signature

assignment. The officer certifying the resolution must not execute the assignment provided on each antification and assignment must both bear the same date.)



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1 Copy - New Accounts

Case 1:16-cv-21301-DPG Document 66-6 Entered on FLSD Docket 04/25/2016 Page 58 of 61

JUN. 3. 2011 8:36AM RAYMO

RAYMOND	JAMES			NO.	652 P.	1
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	Corporate Resolution	n - Margin / s	Short Sale A	ccounts
RAYMOND JAMES	New Accounts Service Center Fax	01018 Form#	5	81
& ASSOCIATES, INC.	866-406-4235 DMS Eligible	Branch #	COD9	6420
(Security	Margin/Short Sale Accounts Only	Full_Authority)		
Ariel Quiros	, Secretary of CO.	2 Peals GP	Senices	Dalas I
Corporation organized and existing under and by vir lo hereby certify that the following is a true and com und held on neeting; that said resolutions are now in full force a	plete copy of resolutions adopted at a mas	ting of the Board of Dir	ectore of the Concera	to these of .
By-Laws of the Corporation.	ind enect and have not been recoinded; a	ind that said resolutions	s are not in conflict w	ith the Charte
-bevlocat				
First: That the President or any Vice President o nd each of them individually is, authorized and emp	r mis Corporation or any other officers de	isignated bolow with signated bolow with signa	intele one of more of	by hereby and,
ay be margin accounts, with Raymond James & A	uspolates, inc., (herein called the "Broke	") for the purpose of pu	archasing, Investing in	1. or otherwise
equiring, selling (including short-sales), possessing	transferring, exchanging, piedging, or oth	erwise dispusing of, an	d generally dealing h	n and with any
nd all forms of securities including, but not limited to				
f interest of any and every kind of nature whatso				
herwise	wor, aucurad of prisacored, whether repl	Estanced by COBI, Partic	apaning anotor outor	Certifications D
The fullest authority at all times with respect to day	such commitment or with respect to any tr	ansaction deemed by us	ny of the said officers	and/or agents
be proper in connection therewith is hereby conferm	ed, including authority (without limiting the s	concrality of the foregold	g) to give written or o	ratinotnuction
the Broker with respect to said transactions; to bind	and oblighte the Corporation to and for th	e carrying out of any co	ntract, arrangement,	or transaction
hich shall be entered into by any such officer and/	or agent for prid on bonair of the Conport	ion with or through the	Broker: to pay such	Sume as maj
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the proper agent or party for the purpose of effectin	ng any exchange or conversion, or for the p	surpase of deposit with	eny protective or simi	lar committee
r otherwise; to accept delivery of any securities; to gents is hereby empowered to do, and generally to	appoint any other person or persons to c	a eny and all things w	nich uny of the sold	inable by aud
gents is hereby empowered to do, and generally of micer and/or agent with respect thereto, Second: Thet the Broker may deal with any and i				
Third: That the Sacretary of the Corporation be	and is hereby authorized, empowered an	id directed to centify to	the broker;	
(a) a true copy of these resolutions: (b) specimen signatures of each and every parts	on by these resolutions empowered!			
		solutions, as continuing	i fully effective unles	s and until the
noter shall receive due whiten house of a change ofice shall not constitute a walver of this prevision, scomes an officer under some other title, in any way	nor shall the fact that any person hereby	empowered coases to	Se an oncer of the	i not invalidate
ny transaction if the transaction is in accordance Fifth: That in the event of any change in the off writing in the manner herain above provided, which		red, the Secretary shall	certify such changes	to the Broke
uthorized, and to empower the persons thereby d	ubstituted. Bieatre actually fumished to the Broker by	the Secretary of the C	provention pursuent	
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Ariel Quiros	President's Sign	auga for the for	1	

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1 Copy - New Accounts

Ambassador Non-Discretionary Client Agreement - RJA

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sset Management Services

& ASSOCIATES, INC.

Service Center

Member New York Stock Exchange/SIPC

Scan or Fax 866-406-4236

Account #

FA#

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Speed Dial #

THIS AGREEMENT is between GSI of Dade County Inc ("Client") and Raymond James & Associates, Inc. (hereinafter referred to as "RJA"), a registered investment adviser and broker-dealer. Client acknowledges that the services provided under this Agreement will be provided by a financial advisor that is registered as a securities agent and as an Investment Adviser Representative of RJA.

The Parties Hereto Agree as Follows: 11

Execution and Administrative Services - By signing this Agreement and upon the deposit of cash and/or securities in the RJA custodial account, RJA shall establish an investment advisory account in the name of Client ("Account") in accordance with the terms of this Agreement. RJA is hereby appointed by Client as sole and exclusive broker with respect to the Account for the execution of nurchase and sale transactions.

RJA will provide various administrative services which include determining the fair market value of assets held in Client's Account and, at least quarterly, produce a statement for Client detailing Account assets, transactions, receipt and disbursement of funds, interest and dividends received and gain or loss by security as well as for the total Account.

Duties of RJA - RJA, through its investment Adviser Representative(s), will provide Client non-discretionary investment advisory services, including portfolio reviews and recommendations. Investments which will be included in the asset value of Client's Account for the purpose of calculating the fee compensation to RJA for advisory services are hereinafter referred to as "Fee Investments". These investments include open-end mutual funds offered with no sales commission or load, publicly traded closed-end mutual funds, exchange-traded products, common and preferred stocks, American Depository Receipts, options contracts, real estate investment trusts, corporate bonds, U.S. Government and Government agency bonds, mortgage backed and municipal bonds, and any other investment that may, from time to time, be designated as a Fee Investment. For the purposes of this Agreement, the term "Account Value" shall mean the total absolute value of Fee Investments and Administrative-Only Investments in the Account, long or short, plus all credit balances, including any declared dividend and interest income accrued during the period, with no offset for any margin or debit balances. Please refer to RJA's Wrap Fee Program Brochure for additional information.

Other investments may be bought or sold by Client in the Account but will be defined as "Fee Exempt Investments". These Fee Exempt Investments generally include new or secondary securities offerings, including brokered certificates of deposit. Should Client buy any of these securities, Client will pay, directly or indirectly, a commission which is defined by the terms of the offering as stated in the prospectus or trade confirmation for the security. Unless otherwise agreed to by Client and RJA, said investments will be exempt from inclusion in the Account Value subject to Advisory Fees for a period of twelve (12) months from date of purchase. After a twelve (12) month period from the date of purchase, the applicable Fee Exempt Investments will revert to Fee Investments.

Certain investments, when transferred into or held within the Account, or as otherwise agreed to by Client and RJA, will be designated "Administrative-Only Investments". Said investments are held for administrative purposes only, and will be exempt from the Advisory Fee. The total Account Value will be used when determining the respective billable rate for Fee Investments. Please refer to RJA's Wrap Fee Program Brochure for additional information.

Securities Custody - At no additional charge, RJA shall facilitate the maintenance of custody of securities positions for the Account, including holding securities in nominee name and crediting interest and dividends received on said securities to Client's Account.

Advisory Fee - Client will pay RJA an asset-based Advisory Fee for investment advisory services at the rate set forth in the Fee Schedule attached hereto. A portion of the Advisory Fee is paid to RJA for administrative services. The Advisory Fee will be payable quarterly in advance. When the Account is opened, the Advisory Fee is billed for the remainder of the current billing period and is based on the initial contribution. The initial payment will become due in full on the date of inception.

Subsequent quarterly Advisory Fees will be calculated based upon the Account Value on the last business day of the previous calendar quarter and will become due the following business day. No adjustments to the Advisory Fee will be made because of withdrawals made by Client during the period. Cash reserve balances will be included in the open-end mutual fund section for billing purposes. Cash reserve balances which exceed 20% of the Account Value at the time of billing will be included for fee purposes only if such balances did not exceed 20% of the Account Value at the end of the previous guarter. Otherwise, the balance in excess of 20% will not be included in the Account Value for purposes of calculating the Advisory Fee.

RJA is hereby authorized to deduct from Client's Account any fee owed to RJA pursuant to the terms of this Agreement, and pay said fee to RJA or its designee. All fees paid to RJA will be reported to Client on the regular statements provided by RJA.

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The Advisory Fee includes all execution charges except: (1) certain dealer-markups and odd lot differentials, transfer taxes, exchange fees mandated by the Securities and Exchange Act of 1934 and any other charges imposed by law with regard to any transactions in the Account; and (2) offering concessions and related fees for purchases of public offerings of securitles as more fully disclosed in the prospectus. Client may also incur charges for other services provided by RJA not directly related to the execution and clearing of transactions including, but not limited to, IRA custodial fees, safekeeping fees, interest charges on margin loans, and fees for legal or courtes transfers of securities.

Limitation of Responsibility – RJA shall not be liable for any loss resulting from any act or omission of Client. The assessment of suitability of investments made by RJA on behalf of Client is based on information Client has provided to RJA and its investment Adviser Representative(s). To the extent Client fails to inform RJA of his/her particular financial circumstances, including providing information to RJA about investments held by Client through an investment adviser and/or brokerage firm other than RJA, Client understands that RJA is limited in its ability to ensure that investments it makes on behalf of Client are appropriate in light of Client's overall financial circumstances and investment objectives. Nothing in this Agreement shall constitute a walver or limitation of any rights which the Client may have under applicable state or federal law.

Client authorizes RJA to act as Client's agent to buy or sell investments for Client's Account solely as instructed by Client. Client hereby agrees to indemnify and hold RJA and its officers, directors, agents, employees, and affiliates harmless from all loss, costs (including attorneys' fees), indebtedness and liabilities arising from actions directed by Client. This authorization is a continuing one and shall remain in full force and effect until terminated in writing.

In no event will RJA be obligated to execute any transaction that it believes would violate any federal or state law, rule or regulation, or any rule or regulation of any regulatory body.

Authority to Contract – If the Client is not an individual (i.e., a corporation, partnership, trust or retirement plan), the party executing on behalf of the Client (hereinafter referred to as the "Authorized Person") represents that he or she is fully authorized to execute this Agreement with RJA and to act on behalf of the Client in connection with the services to be provided to the Client by RJA under this Agreement. The Client and the Authorized Person agree to provide to RJA, upon the request of RJA, any and all additional documentation necessary to establish the authority of the Authorized Person to act on behalf of the Client.

ERISA Plans – If an Account is established on behalf of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), the person(s) executing this Agreement on behalf of Client hereby represents that they are a "named fiduciary" as that term is defined in ERISA, with respect to the control or management of the assets of the Plan, and that they are empowered to appoint RJA as a service provider for the Plan. Such fiduciary representative(s) hereby acknowledges that the designation of RJA as a service provider, and the investments and related transactions contemplated by this Agreement, are consistent with and permissible under the Client's Plan documents.

Modification or Amendment – RJA may modify or amend this Agreement, Including the Fee Schedule or nature of the services to be provided hereunder, by providing Client with thirty (30) days advance written notice of such change, modification or amendment.

Assignment, Termination and Responsibility – This Agreement may not be assigned without the consent of the Client and RJA. RJA or Client may terminate this Agreement at any time by providing notice of such election to the other party. This Agreement will terminate automatically upon receipt by RJA of legal notice of the death of the Client. Termination of this Agreement will not affect Client's liability or responsibility with regard to transactions initiated prior to or after such termination, and the Client agrees to be responsible for any commissions, fees or expenses prior to or after termination.

If the Client's Investment Adviser Representative ceases to be affiliated with RJA, does not maintain the necessary regulatory registration to service the Client's Account, or otherwise ceases to service the Client's Account, RJA may appoint another Investment Adviser Representative(s) registered with RJA to service this Agreement.

In the event of termination of this Agreement, RJA will refund to Client the prorated portion of the Advisory Fee for the quarter of termination. All fees due under this Agreement at termination will be deducted from Client's Account before assets are delivered from the Account. Upon termination, the Client's brokerage account will no longer be assessed the Advisory Fee and any transaction effected subsequent to such termination will be assessed a customary brokerage commission based on RJA's standard commission schedule.

<u>Conflicts of Interest</u> – The Investment Adviser Representative receives a portion of the Advisory Fee. The Investment Adviser Representative is also a registered securities representative of RJA, and is designated as such on this Account. In that capacity with RJA, the registered securities representative may provide securities brokerage services through RJA which involve securities NOT transacted in Client's Ambassador Account (i.e., transactions in another account, such as a brokerage account). Where securities transactions result in commissions being paid to RJA, the registered securities representative for a particular account will receive a portion of that commission, including any portion of the commission paid for Fee Exempt Investments. Client should be aware of a potential conflict of interest that could result from Client paying commissions on securities transactions in an account other than this Ambassador Account that exceed the Advisory Fee paid in the Ambassador Account where similar Fee Investments could have been recommended to Client. Please refer to RJA's Wrap Fee Program Brochure for additional information.

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Other Expenses – Certain open-end, closed-end and exchange-traded funds ("fund" or "funds") which may be acquired in Client's Account, may, in addition to assessing management fees, assess other internal expenses such as distribution, shareholder service and/or 12b-1 fees, administrative fees and "other expenses". To the extent RJA may receive shareholder services and/or 12(b)-1 fees from funds, Client will receive a credit to the Account in an amount equal to such fees received from the funds. The foregoing fees are generally included in the calculation of operating expenses of a fund and are disclosed in the fund prospectus. In addition, RJA and/or its affiliates may enter into arrangements with funds or their affiliates in connection with the sale and/or maintenance of assets in certain funds that may result in additional compensation being paid to RJA and/or fits affiliates. These additional arrangements may create a financial incentive for RJA and its affiliates to recommend and/or offer certain funds over other funds, which may include funds affiliated with RJA. These additional linancial arrangements may not necessarily be reflected in a fund's expenses and may be paid solely out of the assets of an affiliate of the fund. Please refer to RJA's Wrap Fee Program Brochure for additional information.

Proxies – Client retains the right to vote all proxies solicited for the securities held in Client's Account. RJA or its Investment Adviser Representative(s) will not take any action with respect to the voting of proxies on the behalf of Client.

Entire Agreement – This Agreement and any Schedules attached hereto represent the entire Agreement between RJA and Client regarding fees and services set forth herein. This Agreement shall be construed in conjunction with and subject to the express terms and conditions of the separate brokerage account Client Agreement between Client and RJA.

<u>Governing Law</u> - This Agreement shall be governed by the laws of the State of Florida without the application of the principles of choice of law.

<u>Severability</u> – The parties hereby agree that if any term, provision, duty, obligation or undertaking herein contained is held to be unenforceable or in conflict with applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

Disclosure – Please refer to RJA's Wrap Fee Program Brochure for further information regarding RJA's business relationships with affiliated entities and Its custodial services with respect to cash reserves of Client accounts. With respect to cash reserves of advisory accounts, the custodian of the account assets will determine where cash reserves are held. If the account assets are held by a custodian other than RJA, such custodian's reserve program will determine where cash reserves are held. Where RJA acts as custodian, Clients may be offered one or multiple options based on their account type. Eagle Asset Management, Inc. and RJA are wholly-owned subsidiaries of Raymond James Financial, Inc., a publicly owned corporation. Entities associated with the Eagle FamIly of Funds are affiliates of RJA.

Acknowledgement of Receipt of Disclosure Brochure – As required by Rule 204-3 under the Investment Advisers Act of 1940, Client acknowledges receipt of RJA's Wrap Fee Program Brochure and applicable Brochure Supplement(s).

Effective Date - This Agreement will be effective upon execution by the parties hereto.

What You Should Know About Fee-Based Accounts

Ambassador is an asset-based fee account program where you pay an annual Advisory Fee for the advice and services provided by your Investment Adviser Representative as a part of your advisory relationship. This fee is based on the level of assets in your Account, independent of the level of trading activity. By deciding to pay a fee based on services provided rather than transactions, you should understand that the fee may be higher than the cost of a commission alternative during periods of lower trading activity.

You should understand that the annual Advisory Fee charged in the Ambassador account program is in addition to the management fees and operating expenses charged by open-end, closed-end and exchange-traded funds. To the extend that you intend to hold fund shares for an extended period of time, these internal fund expenses should be added to the annual Advisory Fee when evaluating the costs of a Ambassador Account. In addition, certain mutual fund families impose short-term trading charges (typically 1% to 2% of the original amount invested) which may not be waived for fee-based accounts.

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	1932	
	Account #	-
Additional Considerations		

You should consider these factors when deciding whether the Ambassador asset-based fee account program is right for you:

- Your past and anticipated investment activity
- · Your past and anticipated use of the products and services available in the Account
- The value and type of your eligible assets
- The costs and potential benefits of the service
- Your investment objectives and goals
- Additional financial and planning services provided by your Investment Adviser Representative(s)
 Your personal preferences concerning the payment alternatives available to you
- Your personal preferences concerning the payment alternatives available to you

You should also consider whether it would be better for you to pay separately for each trade you execute and each product and service you use.

Since these factors may change, you should periodically re-evaluate whether the ongoing use of the Ambassador asset-based fee account program continues to be appropriate in servicing your needs.

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By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Ambassador Clipht Agreement with RJA.

Client's Signature	Date	Client's Signature (if applicable)	Date
Client's Signature (if applicable)	Dale	Client's Signature (if applicable)	Date
nvestment Adviser Representative Signature	Dala	Investment Adviser Representative Signature	Date
nvestment Adviser Representative "Print Name"	- 190 4	Investment Adviser Representative "Print Name"	
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vestment Adviser Representative "Print Name"		Investment Adviser Representative "Print Name"	
		Branch Office Manager Approval	Date

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Aggregated Accounts (if applicable	e):
List other related accounts in the Ambassador, Fre	edom, Passport or Russell Model Strategy ("Russell") account program(s):
Client Name	Account Number

For purposes of determining Ambassador Fees, Ambassador, Freedom, Passport and Russell accounts which meet the criteria for related accounts will be combined to determine if a lower fee will apply. Related accounts will be combined for fee purposes so that each account will pay a fee which is calculated on the basis of the total of all aggregated accounts.

"Related" accounts are accounts of an individual, his or her spouse, and their children under the age of 21, and includes individually owned accounts, individual IRAs, self-directed accounts (i.e., directed by individual participants) under an employee benefit pension plan ("ERISA plan"), and ERISA plans in which an individual is the sole participant.

Furthermore, accounts of the same corporation or business entity are normally deemed as "related". For example, if ABC Manufacturing has both a profit sharing plan and a pension plan (non-directed), these two accounts will be "related". However, corporate accounts such as corporate cash would not be related to such retirement plan accounts.

Client understands and agrees that it is Client's responsibility to include all applicable related accounts for purposes of qualifying for an aggregated account fee discount. While RJA may attempt to identify related accounts, it shall not be held responsible for failing to consider any related accounts not listed by Client.

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NOTES

*** Please note: This page should not be used to terminate managed accounts, for account funding instructions or to provide additional details regarding asset-based fee arrangements. ***

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O New Agreement O Update

Fees are incremental. The fee schedule breakpoints and rates may not be modified. Any modifications to the schedule will not be accepted by RJA, except when noted in the "Additional Instructions" section below.

Account Value*	Annualized Fee
Ambassador Fee Investr	nents:
First \$200,000	2.000%
Next \$300,000	1.750%
Amounts over \$500,000	1.250%

* The minimum Account Value of Fee Investments is \$50,000.

Additional Instructions:

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_____ Client Initials (if applicable)

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Account #

2589

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Cash Dividend	O Raymond James Bank De	posit Program (RJBD	P)	
Hold in Account	O Eagle Class - JPMorgan F	rime Money Market F	und (Receipt of prosp	octurs acknowledged)
O Mail Check to address of record	O Eagle Class - JPMorgan 1	ax Free Money Marke	E Fund (Receipt of pr	ospectus acknowledged)
O Hold Principal Mail Dividends / Interest	 Raymond James Bank, Fl application required) 	SB with Check Writing	(With RPS approval o	nly- Separate
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First in, First out O High cost in, O Lest in, First out O Minimum Tax	O Last in, First out	O Minimum Tax		wage Cost
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Accou	ot Owner 1	Accou	nt Owner 2	
Olam	l am not	Olam	OI am not	an associate person or related to an associate person within the Raymond James Financial Group, Specify to whom and relationship:
Olami	l am not	Ólanni	OI am not	an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or an officer of a bank, frust company, or insurance company. Employees/related person employer:
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Olam	di am not	O I em	OI am not	a director, corporate officer, or a 10% shareholder of a publicity traded company. Indicate the name of the company and relationship:
O You may	🖉 You may not	O You may	O you may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to ablde by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank, Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

	2.87.00	Account Owner 3 Signature (if applicable)	Date
Accourt Owner 2 Signature (a coplication	Date	Account Owner 4 Stgnature (1 explicable)	Dale
Financial Advisor Signature	2/29/1	Branch Manager Signature	Date
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O Last in, First out O Minimum		D Last in, First out	O Minimum Tax		
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Accourt	nt Owner 1	Accou	nt Owner 2	
Clam	SI am not	Olam	C I am not	an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship:
Olami	€iarn not	Olam	○ I am not	an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial industry Regulatory Authority (FINRA), or an officer of a bank, firust company, or insurance company. Employees/related person employer:
				In the position of:
Olam	1 am not	Olam	O I am not	a director, corporate officer, or a 10% shareholder of a publicly traded company. Indicate the name of the company and relationship:
⊖ You may	You may not	O You may	O You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b(c)-1 of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to ablde by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Date	Account Owner 3 Signature (If applicable)	Date
Date	Account Owner 4 Signature (i) applicable)	Date
Date 21001	Branch Manager Signeture	Date
	Date	Date Account Owner 4 Signature (il applicable)

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By signing below, I acknowledge that I have received, read, understand, and agree to ablde by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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Page 5 of 13

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 20 of

RAYMOND JAMES COULT INC.

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Account Information and Client Agreement 01212 2589 New Accounts RAYM Form # Account # Service Center & ASSOCIATES, INC. 33E 20C9 6420 Scan or Fax 866-406-4235 Hember New York Stack Exchange/SIPC Speed Dial # Branch # FA # Open New Account O Update Existing Account · Ser Part 1 Account type and Registration . A. de i de Standard Account O Direct Account O Capital Access Account Type (Selectone) Registration (Select one below) O Tenants in Common O LLC O Trust C IRA O Individual O Joint (WROS) O Partnership O Unincorporated Assoc. O Estate O Roth IRA O UTMA/UGMA O SEP IRA O Proprietorship O Guardianship O Joint Tenants by Entirety O Qualified Plan O 529 Plan O Simple IRA Comporation O Community Property O Other Yes **Client** Initials Margin Requested (Subject to Approval, Initials Required): O No Client Initials 15-1-18 Account Information Relationship Link Name (Branch Use Only): Complete Account Title: Jay Peak Inc Related Accounts (Branch Use Only): Account Swner's Information 1 5 14 Tenants In Common % Jay Peak Inc First Neme, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): Maribal Status (Select one below): O Married O Single O US Citizen O Resident Alien C Non-Resident Alien (W-8 Required) 1004601 E-mail Address Date of Birth (MM-DD-YYYY) S.S. # (555-55-5555) OR Tax ID # (55-5555555) State/Country Expiration Date O Driver's License # OR O Passport ID # (optional) FL 33132 Miami 111 NE 1st Street Floor 4 Mailing Addrees (If PO Box/APO/FPO, provide a physical address below) State Zip City City State Zip Logal Address O Retired O Unemployed Occupation (most recent, if retired) Name of Employer 305-579-9081 Work Phone Number Home Phone Number . Cell Phone Number

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Page 1 of 13 RJA-Quiros-003331

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 21 of

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Page 2 of 13 RJA-Quiros-003332 Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 22 of 114 _____FEB. 29. 2012. 1:46PM: RAYMOND JAMES: COULT: THE. ______ROUTING. 5080 P. 4 P-0

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By signing below, I acknowledge that I have received, read, understand, and agree to ablde by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 25 of 114

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"Corporation") do hereby certify that the following is a true and complete copy of resolutions adopted at a meeting of the Board of Directors of the Corporation duly called and held on February 28, 2012 ..., at which a quorum was present and voting, or by unanimous written consent of directors in lieu of a meeting; that said resolutions are now in full force and effect and have not been resclinded; and that said resolutions are not in conflict with the Charter or By-Laws of the Corporation.

Resolved --

3

First: That the President or any Vice President of this Corporation or any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with Raymond James & Associates. Inc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to shares, stocks, bonds, debentures, notes, options, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of indebtedness and certificates of any and every kind of nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or onal instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporatio agent to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers or attorney and/or other documents in connection with any such accounts, and to agree to any terms or conditions to control any such accounts; to direct the Broker to surender any securities to the proper agent or party for the purpose of affacting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to any doe and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect to and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker.

- (a) a true copy of these resolutions:
- (b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any cartification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the receision of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby configured. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Stoth: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker.

128 01718 DGT 6/08

Page 1 of 2

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 26 of 114

FeiFEB. 29. 2012: 1:48PM RAYMOND JAMESE COURTE INC.

11303131.NO. 5093 P. 3/3 P.E



I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen stgnature of those authorized by the foregoing resolutions.

President (Please Print) Ariel Quiros	Presterine's Standard Currow
Vice President (Please Print)	Vice President's Signature
Other Officer, apecity title (Please Frint) Artiel Quiros, Chairman	Othiver's Stanagure Clark Lucion
Other Officer, apecily title (Please Print)	Officer's Signature

I further certify that the said Corporation Is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this 28th day of February 2012

(Year)

Date Sur-Shadoguaniti 9. 89. Roll un

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

RJ-CON-01018-28102589

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Page 2 of 2

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 27 of

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Corporate	Resolutio	on - Marg	jin/Shor	t Sale A	ccounts
	New Ac	counts	01018		2589
RAYMOND JAMES®	Service Center		Form#	Account #	
	Scan or Fax	866-406-4235	33E	20C9	6420
			Branch#	FA#	Speed Diat #
(Security Marg	in/Short Sale Ac	count only - Ful	Il Authority)		
I, Ariel Quiros	, Secretary of	Jay Peak Inc			
(Secretery's Name)	-		(Name of Co	rponation)	
a corporation organized and existing under and by vi	rtue of the Laws o	of the State of V	ermont		(th
"Corporation") do hereby certify that the following is a	true and comple	te copy of resolu	itions adopted at	t a meeting of f	the Board of Dir

ectors of the Corporation duly called and held on February 28, 2012 , at which a quorum was present and voting, or by unanimous written consent of directors in lieu of a meeting; that said resolutions are now in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of the Corporation.

Resolved ---

First: That the President or any Vice President of this Corporation or any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with Raymond James & Associates, Inc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to shares, stocks, bonds, debentures, notes, options, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind of nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the seld officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers or attomey and/or other documents in connection with any such accounts, and to agree to any terms or conditions to control any such account; to direct the Broker to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker. (a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

South: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker.

138 D1018 DCT 5/08

Page 1 of 2

Case 1:16-cv-21301-DPG	Document 66-7	Entered on FLSD Docket 04/25/2016	Page 28 of
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I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions.

President (Pleese Print)	President's Signature
Ariel Quiros	and Olun
Vice President (Please Print)	Vice President's Signature
Other Officer, specify title (Please Print) Ariel Quiros, Chairman	Officer's Signature and laces
Other Officer, specify title (Please Print)	Officer's Signature

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this <u>28th</u> day of <u>February</u>.

(Year)

THE CO CUIC CICUTH

Data Sected and Signature 8.29. 8012 1110

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

RJ-CON-01018-28102589

138 01018 DGT 5/08

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 29 of 114

RAYMOND JAMES®	Service	counts Center 866-406-4235	01018 Form # 33E Branch #	Account # 20C9 FA #	2589 6420 Speed Dial #
(Security Marg	in/Short Sale Ac	count only - Ful	I Authority)		
Arisi Quiros	, Secretary of	Jay Peak Inc			
(Secretary's Name)	, observicity of		(Name of Co	rponation)	

a corporation organized and existing under and by virtue of the Laws of the State of <u>Vermont</u> (the "Corporation") do hereby certify that the following is a true and complete copy of resolutions adopted at a meeting of the Board of Directors of the Corporation duly called and held on February 28, 2012 , at which a quorum was present and voting, or by unanimous written consent of directors in lieu of a meeting; that said resolutions are now in full force and effect and

have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of the Corporation.

Resolved ---

First: That the President or any Vice President of this Corporation or any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with **Raymond James & Associates**, tnc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to shares, stocks, bonds, debentures, notes, options, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind of nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers or attorney and/or other documents in connection with any such accounts, and to agree to any terms or conditions to control any such accounts, or otherwise; to endorse any terms or conditions to control any such accounts, or persons of deposit with any protective or similar committee, or otherwise; to accept delivery of any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or Indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker. (a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Sixth: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker.

138 01018 DCT 5/08

Page 1 of 2

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I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions.

President (Please Print)	President's Standard
Ariel Quiros	and Olun
Vice President (Plaase Print)	Vice Presklent's Signature
Other Officer, specify title (Please Print) Ariel Quiros, Chairman	Officer's Signature and lucros
Other Officer, specify title (Please Print)	Officer's Signature

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this 28th day of February 2012

(Year)

Date Secretary Signature 8.29. 2012 111

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

RJ-CON-01018-28102589

138 01018 DCT 5/08.

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FEB. 29. 2012_ 1:48PM____RAYMOND JAMES

NO. 509

P. 2/3

RAYMOND JAMES®	New Accounts Service Center Scan or Fax 866-406-4235	01018 Form # 33E Branch #	Account #	2589 6420
(Security Maro	in/Short Sale Account only - Ful		T. F.	officient crief it
, Ariel Quiros	Secretary of Jay Peak Inc			
(Secretary's Name)		(Name of Co	(noration)	
			a meeting of t	(th he Board of Di
e corporation organized and existing under and by vi "Corporation") do hereby certify that the following is a actors of the Corporation duly called and held on Fe	a true and complete copy of resolu	tions adopted at	t a meeting of t ich a quorum y	he Board of I

Resolved-

First: That the President or any Vice President of this Corporation or any officers designated below with signatures, be and they hereby are, and each of them individually is, authorized and empowered, for and on behalf of this Corporation, to establish and maintain one or more accounts, which may be margin accounts, with Raymond James & Associates, Inc. (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short-sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, and generally dealing In and with any and all forms of securities including, but not limited to shares, stocks, bonds, debentures, notes, options, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind of nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to be the Broker with respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affix the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers or attomey and/or other documents in connection with any such accounts, and to agree to any terms or conditions to control any such account; to direct the Broker to sumender any securities to the proper agent or party for the purpose of affecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker. (a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the respission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

Fifth: That in the evant of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Such: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker.

138 D1018 DCT 6/06

Page 1 of2

RJA-Ouiros-003328

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 32 of

----FEB. 29. 2012: 1:48PM

RAYMOND JAMESE UUDIT ITL. ILOUDID (NO. 5090 P. 3/3 p. 2



I turther certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions,

President (Please Print) Ariel Quiros	Presidente siciliadate
Vice President (Please Print)	Vice President's Signature
Other Officer, specify the (Please Frint) Ariel Quiros, Chairman	Othiger's Signation: Clark Lucion
Other Officer, specify title (Please Print)	Officer's Signatura

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this 28th day of February 2012

(Year)

SCHOOLS Date ul D. 29. 2012

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

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Page 2 of 2 RJA-Quiros-003329

DEC. 12. 2011 10:05AM RAYMOND JAMES	14		
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Account	Information	and Clien	t Agreeme
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	ew Accounts	01212 Acco	Unte GOEY
& ASSOCIATES INC.	rvice Center Fax 866-406-4235		
Rember How York Stock Exchange/StPC Scall of		33E 2 Branch # FA#	0C9 6420 Speed Dial #
Open New Account O Update Existing Account			
Account Type and Registration		5,35	
Type (select one) O Capital Access Account O Sta	indard Account	O Direct Account	
Registration (Select one below)			
-	LLC	O Trust	O IRA
O Joint (WROS) Ø Partnership O	Unincorporated Assoc.	O Estate	O Roth IRA
	UTMAVUGMA	O Guardianship	O SEP IRA
O Community Property O Corporation O	Qualified Plan	O 529 Plan O Other	O Simple IRA
Margin Requested (Subject to Approval, Initials Required):	O No Syes A	Client Initials	Client Initials
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Account Information		10 1 C	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
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Jay Peak GP Services Stateside Inc General Partner	Relationship Link Nan	ine (Branch Use Only):	
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Jay Peak Hotel Suites Stateside LP		and out only.	
Jay Feak Ablei Jukes Otaleside Er			
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		Сей 3 ск жил у с	N
Account Owner 1 Information			
			Tenants in Common
Jay Peak GP Services Stateside Inc General Parnter			Tenants in Common %
First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation)			%
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entily Name (Trust, Corporation) Citizenship Status (Select one below):	Marical	Status (Select one belo	%
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation)	Marical	Status (Select one belo Married O Single	%
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entily Name (Trust, Corporation) Citizenship Status (Select one below):	Marical		%
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3794	Marital Required) O	Married O Single	%
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entily Name (Trust, Corporation) Citizenship Status (Select one below):	Marital Required) O		%
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Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3994 S.S. # (555-55-5555) OR Tax ID # (55-5555555) Date of Birth (M O Driver's License # OR O Passport ID # (optional) Expiration Data 111 NE 1st Street, Floor #4 Mailing Address (If PO Bcd/APO/FPO, provide a physical address below)	Marital Required) O M-DD-YYYY) E-mai State Miami	Married O Single Il Address /Country FL	9% >>w/): 33132
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3794 S.S. # (555-55-5555) OR Tax ID # (55-6555555) Date of Birth (M O Driver's License # OR O Passport ID # (optional) Expiration Date 111 NE 1st Street, Floor #4	Marital Required) O M-DD-YYYY) E-mai State Miami	Married O Single Il Address /Country FL	9% >>w/): 33132
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3994 S.S. # (555-55-5555) OR Tax ID # (55-5555555) Date of Birth (M O Driver's License # OR O Passport ID # (optional) Expiration Data 111 NE 1st Street, Floor #4 Mailing Address (If PO Bcd/APO/FPO, provide a physical address below)	Marital Required) O M-DD-YYYY) E-mai State Miami City	Married O Single If Address /Country FL State	9% pw/): 33132 Zlp
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3794 S.S. # (555-55-5555) OR Tax ID # (55-5555555) Date of Birth (M O Driver's License # OR O Passport ID # (optional) Expiration Date 111 NE 1st Street, Floor #4 Mailing Address (If PO Bcd/APO/FPO, provide a physical address below) Legal Address	Marital Required) O M-DD-YYYY) E-mai State Miami City City	Married O Single Il Address //Country FL State State	9% pw/): 33132 Zlp
Jay Peak GP Services Stateside Inc General Parnter First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation) Citizenship Status (Select one below): US Citizen O Resident Alien O Non-Resident Alien (W-8 3794 S.S. # (555-55-5555) OR Tax ID # (55-555555) Date of Birth (M O Driver's License # OR O Passport ID # (optional) Expiration Data 111 NE 1st Street, Floor #4 Mailing Address (If PO Bcd/APO/FPO, provide a physical address below) Legal Address Jay Peak Inc	Marital Required) O M-DD-YYYY) E-mai State Miami City City OWner	Married O Single Il Address //Country FL State State	9% pw/): 33132 Zlp

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 34 of 114

DEC	12	2011	10.05AM	RAYMOND	JAMES	

NO. 218 P. 3

count Owner 2 Intomnation	10	Acres Acres Ares		
Jay Peak Hotel Suites Stateside LP	-			Tenants in Commo
First Name, Middle Initial, Last Name OR Entity Name (Trust, Corporation)				
Citizenship Status (Select one below):		Marital Status (Se	lect one below):	
US Citizen O Resident Alien O Non-Resident Alien (W-8 I	Required)	O Married	O Single	
A.S. # (555-55-5555) OR Tax ID # (55-5555555) Date of Birth (MI	W-DD-1111)	E-meil Address	<u></u>	
Driver's License # OR O Passport ID # (optional) Expiration Date		State/Country		
alling Address (If PO Box/APO/FPO, provide a physical address below)	City		State	Zīp
egal Address	City		State	Zip
ame of Employer O Retired O Unemployed	Occupation (most recent, if retire	:d)	
ome Phone Number Cell Phone Number		WorkP	hone Number	

Account Suitability

Account Financial Informat	on .		Investment Exper	rience			
Combined Annual Income	Combined Net	Worth	Provide your experien	ice, if any,	with the folio	wing investme	nt types
	Excluding Personal	Residence(s)		None	Limited	Moderate	Extensive
O \$0-\$19,999	O \$0-\$19,999						
○ \$20,000-\$50,000	O \$20,000-\$50,	000	Equities	0	6	0	0
O \$50,001-\$100,000	○ \$50,001-\$100	0,000	Bonds	0	d	С	0
O \$100,001-\$200,000	O \$100,001-\$25	50.000	Options/Futures	0	0	0	0
O \$200,001-\$500,000	○ \$250,001-\$50	00,000	Mutual Funds	0	ø	0	0
O \$500,001-\$1,000,000	O \$500.001-\$1,	000,000	Annuities	6	Q	0	0
Over \$1,000,000	O \$1,000,001-\$	5,000,000	Margin Trading	0	0	d	0
	Ø Over \$5,000.0	000					
Primary Objective and Asso	ciated Risk Tolerai	nce	Secondary Object	ive and	Associate	d Risk Tole	ance
Select only one Objective and Asso			Select only one Object	tive and A			
Objective	Risk Tolera	6OT	Objective		F	lisk Toleran	ce
Capital Preservation OL	ów		Capital Preservati	ion (D Low		
income O L	ow O Medium	O High	Income	(O Medium	O High
Growth	S Medium	O High	Growth		1	Medium	O High
Speculation		C High	Speculation				O High
Primary Ti	ne Horizon		<u>s</u>	econda	y Time Ho	nizon	
Q < 5 years 05 - 1	years (>10)	/ears	O < 5 years	05	- 10 years	Ø > 10 y	ears

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RAYMOND JAMES DEC. 12. 2011 10:05AM

NO. 218 P. 4

2046

Account Instructions					
Please select one of the following opt	ions from each category below:				
Securities & Stock Dividend	Funds / Cash Sweep				
Hold to Street Name / From Account	O Raymond James Bank Deposit Program ((RJBDP) with Client Interest Program (CIP)			
O Direct Registration Service	O Raymond James Bank Deposit Program (RJBDP)				
	Oclient Interest Program (CIP) - (Available for	Corporation, Foundation, Investment Club, LLC			
Cash Dividend	Partnership and Unincorporated Association acco				
We Hold in Account Eagle Class - JPMorgan Prime Money Market Fund (Receipt of prospectus acknowledged					
O Mail Check to address of record	O Eagle Class - JPMorgan Tax Free Money				
O Hold Principal Mail Dividends / Interest	O Raymond James Bank, FSB with Check W application required)	v nung (with KPS approval only - Separate			
Initial Transaction:	, -	Sell O Deposit O Transfer			
(Description / Amo	unt)	and the second s			
Capital Access Details (con	nplete this section <u>only if</u> Capital Access A	Account is selected on Page 1.)			
Type (Select one)					
O Capital Access O Capital Access plu	is Rewards O Capital Access Premium O	Capital Access Premium plus Rewards			
Account Identification and Security	1				
Information in a safe place. Security Key	card holders will need this information; kee	(minimum of 3 characters/maximum of 8			
Account Card Holders (Listed on A	crount Podistration)				
Print Name (if different from Legal Name					
	(maximum of 26 characters, including spaces	7			
Print Name (# different from Legal Name					
	(maximum of 26 characters, including spaces	9			
Additional Card Holders (Card Hold					
For additional card holders not listed Capital Access Account Agreement. I a Platinum debit card.	on the account registration: I understand a also understand that my authority is limited	and agree to the terms and conditions in the d to the use of the Capital Access VISA			
Print Name	Soc	sial Security #			
Print Card Name (if different from above)					
	(maximum of 26 characters, including spaces))			
Authorized VISA® Platinum debit cardholder sig	nature	Dete			
Print Name	Soc	ial Security #			
Print Card Name (il different from above)					
	(maximum of 26 characters, including spaces)				
Authorized VISA® Pletinum debit cardholder sig	nafurø	Date			
For Company or Trust					
Double Embossed (Optional)					
	of 26 characters, including spaces) Capital Access Details continue on next p	раде. Раде			

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DEC. 12. 2011 10:05AM RAYMOND JAMES

NO. 218 P. 5



	s Details - Check Inform	nation			
Check Imprint: (Information appears	in upper left comer of check)				
(maximum of 35 characters per line)		Additional charges apply charge for Regular Defive	for First Class and Express shipping, ry.		
		Alternate Shipping Ac	dress:		
Check Type					
Check Design		City	State Zip		
Additional check ty	ign checks are provided at no cl pas and designs are available fo y be viewed at www.harland.net.				
# of Checks	Starting Check #	Phone #			
	(501-9999)			
Print Name		So	cial Security #		
Authorized Attomey In Fa	vet Signature		Date		
Authorized Attorney In Fa	xct Signature		Date		
			Date		
ax Certificati	on	O S-Corporation	Date		
ax Certificati	on	O S-Corporation O LLC S-Corporation			
Tax Certificati	On O Individual/Sole Proprietor		Ø Partnership		
Tax Certificati	On O Individual/Sole Proprietor O C-Corporation	OLLC S-Corporation	ØPartnership O LLC Partnership		
Tax Certificati Tax Classification: (required)	On O Individual/Sole Proprietor O C-Corporation	OLLC S-Corporation	Partnership ULC Partnership O Other		
Tax Certificati Tax Classification: (required) Under penalties of p	On O Individual/Sole Proprietor O C-Corporation O LLC C-Corporation Derjury I certify that:	O LLC S-Corporation O Trust/Estate	Partnership ULC Partnership O Other O Tax Exempt Payee		
Tax Classification: (required) Under penalties of p 1.) The number sho be issued to me 2.) I am not subject notified by the li	On O Individual/Sole Proprietor O C-Corporation O LLC C-Corporation Derjury I certify that:	O LLC S-Corporation O Trust/Estate ct Taxpayer Identification Num) I am exempt from backup witho 1 am subject to backup withho	Partnership ULC Partnership OLLC Partnership Oother OTax Exempt Payee ber (or I am waiting for a numbe hholding, or b.) I have not been lding as a result of failure to rep		
Tax Classification: (required) Under penalties of p 1.) The number sho be issued to me 2.) I am not subject notified by the in all interest and o	On O Individual/Sole Proprietor O C-Corporation O LLC C-Corporation Derjury I certify that: Down on this agreement is my correctly, and to backup withholding because a. Internal Revenue Service (IRS) that	O LLC S-Corporation O Trust/Estate ct Taxpayer Identification Num) I am exempt from backup with I am subject to backup withho ed me that I am no longer subject	Partnership ULC Partnership OLLC Partnership Oother OTax Exempt Payee ber (or I am waiting for a numbe hholding, or b.) I have not been lding as a result of failure to rep		

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DEC. 12. 2011 10:05AM RAYMOND JAMES NO. 218 P. 6

2064 in al 17, 70 19 **Client Acknowledgments and Signatures** Account Owner 1 Account Owner 2 I am not 1 am not Olam Olam an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship: I am not I am not Olam Olam an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or an officer of a bank, trust company, or insurance company. Employees/related person employer: in the position of: oi am not a director. corporate officer, or a 10% shareholder of a publicly Olam l am not Olam traded company. Indicate the name of the company and relationship: O You may O You may You may not disclose my name, address and security position to requesting You may not companies in which I hold securities under rule 14b(c)-1 of the

By signing below. I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

Securities and Exchange Commission.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to Investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Account Owner Signature	Date 12.2.11	Account Owner 3 Signature (if applicable)	Date
Account Owner 2 Signature (if applicable)	Date	Account Owner 4 Signature (if applicable)	Date
Financial Advisor Signature	Date 12/2/11	Branch Manager Signature	1260
	11		



138 01212RIA DCT 8/11

JAN. 9. 2012 10:57AM RAYMOND JAN	160	NO. 069 P. 2/3 Partnership Accoun
RAYMOND JAMES®	New Accounts Service Center Scan or Fax 866-406-4235	01153 Form # Account # 33E 20C9 6420
- Inter Depis		Branch # FA # Speed Dial #
We, the undersigned, as general partners of <u>day Roak</u> , organized partnership, hereby authorize you, Raymond Partnership. We hereby authorize: Ariel Quiros (Pfint) (Signifuze)	CE Services StateSide Inc Jo James & Associates, Inc. ("Raymon (Print) (Signature)	Ry Peek Hotel Suiter Stateste L
organized partnership, hereby authorize you, Raymond Partnership. We hereby authorize: Ariel Quiros	James & Associates, Inc. ("Raymon 	Ry Peek Hotel Suiter Stateste L

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We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for an on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account. All of the activities previously mentioned may be carried out without notice to the Partnership or its partners.

and hold Raymond James harmless from, and to pay promptly on demand, and an all losses arising from these activities of any debit batance due.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreements with us.

This authorization and Indemnity is binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 880 Carillon Parkway, St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorized (a) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, retain portions of, or restrict transactions In, the Partnership's account as you may deem advisable to protect yourself against any potential fiability, penalty or less under any present or future law or otherwise.

It is further egreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the the Partnership shell affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit or Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatscover, and of the assigns of Raymond James or any successor firm.

Subject to the forgoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

Name . Jay Peak GP Services States	side Inc		
Address 111 NE 1st Street, Floor 4			
City/Sate/Zip Miami, Florida 33132			
Partner Signature Aller	Date M/11/2	Partner Signature	Date
Pertner Signature	Date	Partner Signature	Date

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		114	

JAN. 9. 2012 10:57AM RAYMOND JAMES

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I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions.

President (Please Print)	President's Signature
Ariel Quiros	and had
Vice President (Please Print)	Vice President's Signature
Other Officer, specify title (Please Print)	Officer's Signature
Other Officer, specify title (Please Print)	Officer's Signature

I further certify that the said Corporation is duly organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this <u>11th</u> day of <u>November</u>. <u>2011</u>. (Year)

Secretary Signature Date 11/11/2011

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)



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RAYMOND JAN & ASSOCIATES, IN Number New York Glock Electorga/	NC. ISIPC	Carillon Parkway 31. Petersburg, FL (727) 567-1	33733-2749. 1000 33E Branch #	Accol	6D9 64 Speed	Dial# 4
	vestment (Must c Access (margin)	clie	te Elite application) Int's InitialsC	lient's ini	tials (No Initials r	thequired)
Joint	(WROS) Tenants by Entiret; munity Property	Corporation	ip 🖸 Trust (ERISA) ship Name			
Client Agreement. W-9 CERTIFICA	ATION: Under peri	alties of perjury,	provisions listed in Internal R I certify the information show	evenue (wn on thi	Code §3406 (a)(a form is correct	1)(c) and/or the and complete.
Legal Name (as il appears on Soc Complete Account Title Mr. Mrs		B Tenants In	U.S. Social Security Number	(Taxpayer	riD B	irthdate
Q.Resorts Inc		Common % Tenants In	U.S. Social Security Number	Tavasio	-10 0	Inthidate (Joint)
		Common %	(Joint) 25445	тахрауе		1956.
and an and a second second second second second second second second second second second second second second			Tax Exempt OU.S. Git Resident Alien O Non-Re		on (W.R Desules	Marital Status Single
Mailing Address			Legal Residence (if different	A COLUMN TWO IS NOT	and the second se	WID Married
111 Ne 1st St FI 4						
Cily	State. Zip Code FL 33132-2	2517049				
Miami Home Telephone Number Bu	FL 33132-2 siness Telephone	Ext.	City	State	Zip Code	Country
(3) Name of Employer	05)		Name of Employer (Joint) G	Resor	ts	
D Retired			C Retired			
Occupation (most recent, If relired)			Occupation (most recent, if President	reared)		
Name and Address for Duplicales:	Statement C	Confirm	Both	E-mail A	ddress:	
Related Account Numbers at Raymon Link This Account With Related Account		Brokerage Firr	ns Where You Have Accounts	Initial Tri Description	ansaction D Bu	D Sell
Cash Dividend		Client Int	d James Bank Deposit Prograu erest Program (CIP) Cash Trust (HCT)- receipt of (Cash Trust Municipal (HCTM)	prospectu	s acknowledged	knowledged
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Center Application	🗵 Updat	j.		New Accourt	nt Form \pm
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 New Application Existing Account 		and Suitability F
RAYMOND JAME	New Accounts	01112 00477
& ASSOCIATES, INC.	Service Center Fax	Ferm# Account#
Hember Now York Stock Exchange/SIPC	866-406-4235	33E 24J4 64 Brench # FA # Speed
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tion should change, I am under obligatio	n to notify your firm immediately.	event my mveschent espectree of milen
Account Owner 1 Informat	ion and a has a set	a ender talakent
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Types of Previo			Investment Objecth		ive.)	
	Equity Opti		fanner ann i furrir i min a	Primary	Secon	dary
None	Ø	Ś	Income	ø	C	
Covered Writing	0	0	Hedging	0	G	5
Purchases	0	0	Stock Acquisition	0	C	
Spreads	0	0			-	
Uncovered Writing	0	0	- Speculation	0	C	,
Anticipated Tra	insaction Size	(A typical option contract con	tains 100 shares. Index options or tho	se effected by corpor	rate actions m	nay vary)
O 1 - 5 Contrac	ts 0 5 - 10 Co	ontracts 9 10 - 50 C	Contracts O 50 - 100 Contra	acts O More I	than 100 Co	intracts
Investment Experience	Number of Years	Number of Trades Per Year	Size of Transactions (In Dollars)	Investm (None, Limited	ent Experi 1, Moderale, I	
Stocks	20	10	\$100,000	ON OI		OE
Bonds	5	15	\$5,000,000	ON Ø		O E
Options	0	10	\$1,000 - 5,000	ØN OI		OE
Commodities				ON OI	LOM	<u>O</u> E
Other				ON OI		OE
Option Strategy Le	evels - Please ha	ve all account owners <u>inf</u>	(<u>Ial</u> next to each strategy you w	ish to employ	Home Of ROSFP U	lse On
Option Strategy Le	evels - Please ha EMIUM INCOME	ve all account owners <u>inf</u> FROM WRITING STOCK (ting - Moderate Risk - Inc	OPTIONS ome Objective: Calls fully coven	ed by underlying	ROSFP L	lse On / <u>Denie</u>
Option Strátegy Le PRI 1.	evels - Please ha EMIUM INCOME Covered Call Wri	ve all account owners Inf FROM WRITING STOCK (tlng - Moderate Risk - Inc nmediately convertible info requiring owner to sell und	(a) next to each strategy you w OPTIONS ome Objective: Calls fully coven underlying stock. Stock may be c erlying stock at the strike price or	ed by underlying alled at any time	ROSFP L	lse On
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Option Strátegy Le PRI 2. PU 3. PU 3. 4. 5.	evels - Please ha EMIUM INCOME Covered Call Wri stock or security in prior to expiration, ible security to sal Equity Put Writin use of margin, if a the strike price, wi RCHASE OF STC Purchases to He equity portfolio or Speculative Purce Signature required usually determine clsed, it may expir SPREADS Spreads - Specula - Requires the us options within the carry the risk of est	ve all account owners Inf FROM WRITING STOCK (ting - Moderate Risk - Inc mmediately convertible into requiring owner to sell und tisty delivery. g - Moderate Risk - Stock ssigned on an equity put, th hich may be substantially a DCK OPTIONS dge - Moderate Risk - Hei purchasing of calls to hedge thases - Speculative Risk - Speculative purchase d by selling (closing) the pire worthless on expiration of attive Risk - Speculation O e of margin. Involves a co same class on the same ur arly assignment without a co	OPTIONS ome Objective: Calls fully coven underlying stock. Stock may be c erlying stock at the strike price or Acquisition or Speculation Obje e put writer must purchase the un bove the current market price. dging Objective: Purchasing of p te a short security position. t - Speculation Objective: (add of puts and/or calls. A purchaser) osition. However, if position is no	ed by underlying alled at any time convert convert- ective: Requires iderlying stock at outs to hedge an litional High Risk s profit or loss is t closed or exer- nature required*) ale of put or call me Index options	ROSFP L Approved	Jse Or / <u>Denie</u> O
Option Strátegy Le PRI 2. PU 3. AL 5. 5. 6.	evels - Please ha EMIUM INCOME Covered Call Wri stock or security in prior to expiration, ible security to sal Equity Put Writin use of margin, if a the strike price, wi RCHASE OF STC Purchases to He equity portfolio or Speculative Purco Signature required usually determine claed, it may expir SPREADS Spreads - Specula - Requires the usi options within the carry the risk of et JNCOVERED OP Uncovered Index <i>Risk Signature re</i> assigned on an in value and the stril	ve all account owners Inf FROM WRITING STOCK (ting - Moderate Risk - Inc mmediately convertible into requiring owner to sell und tisty delivery. g - Moderate Risk - Stock ssigned on an equity put, th hich may be substantially a DCK OPTIONS dge - Moderate Risk - Her purchasing of calls to hedg thases - Speculative Risk J ⁺) - Speculative purchase d by selling (closing) the p re worthless on expiration of e of margin. Involves a co same class on the same ur arly assignment withoul a c TION WRITING c Call and Put Writing - Hig quired) - Requires the usa dex, the writer must settle ke price, which may be sub	OPTIONS ome Objective: Calls fully coven underlying stock. Stock may be c erlying stock at the strike price or Acquisition or Speculation Obje e put writer must purchase the un bove the current market price. dging Objective: Purchasing of p e a short security position. c - Speculation Objective: (addi of puts and/or calls. A purchaser) position. However, If position is no ate. objective: (additional High Risk Sig mbination of the purchase and si iderlying security. Additionally, sor	ed by underlying alled at any time convert convert- ective: Requires iderlying stock at buts to hedge an hional High Risk s profit or loss is t closed or exer- nature required") ale of put or call me Index options cise. : (additional High monetary risk. If he current index at index value,	ROSFP L Approved	Jse Or / <u>Denie</u> O

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	Account #
Disclosures and Signatures	
 Inherent financial risks of trading listed options and I fully questions and I am knowledgeable to undertake the remarket is a highly leveraged form of investment and as su, I understand that the writing of uncovered or "naked" optiok with it a correspondingly higher degree of financial risk. I have received, read and understand the current Option D. The trading of options is in accord with my investment an resources. In accepting any orders for my account, you may rely upo tions are true and correct. I understand the terms, conditions and representations con if i experience a material change in circumstances, i will provide the sufficience and the sufficience. 	ons can be a highly speculative transaction which potentially carrie obsclosure Document issued by the various option exchanges. In trading objectives in light of my present and anticipated financi- on the information supplied by me and I affirm that these represent ontained in this agreement. I understand this is a binding documen ovide Raymond James & Associates, inc. with a new updated Option clent knowledge to utilize options and I am capable of evaluation des I do. I represent to Raymond James & Associates, inc. that I w
Vill this account be discretionary? O Yes INO	
yes, Name of Agent	Relationship to client if, any
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ligh Risk Clent Signature Line All Information must be provided by the client. You will be ser by Raymond James & Associates, Inc.'s Registered Options	High Risk Client Signature Line (If applicable) Int a completed copy of this agreement after acceptance and approv and Security Futures Principal or his/her designee.
Manual And And And And And And And And And And	Account Owner 3 Signature (if applicable) Date
Account O mer 2 Signature (if applicable) Dete	Account Owner 4 Signature (If applicable) Date
BRANCH	MANAGER ONLY
Branch Manager remarks:	Suitability determined by the following factors:
Approved: Branch Manager Signature	Date
// / HOME OFFIC	CE ROSFP USE ONLY
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Approved: Hame office Registered Options and Security Date Futures Principal	Suitability determined by the following factors: O Age O Objectives O Income O Assets O Experience

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RAYMOND JAMES

& ASSOCIATES, INC. Hembar New York Stock Exchange/SIPC

To the extent that you purchase, sell, endorse, handle or carry for the account of the undersigned any option, the undersigned agrees to the terms and conditions as set forth below and in the Client Agreement incorporated by this reference. I/we acknowledge and agree that my/our relationship with Raymond James & Associates, Inc. is governed by the provisions of this agreement. Throughout this agreement, "i", "me", "we" and "us" refer to the undersigned and any other actual or beneficial owner of property in this account. "You" and "your" refer to Raymond James & Associates, Inc. and the introducing broker, if applicable. The terms "property" and "securities" mean securities of all kinds, monies, options and all other property deall in by brokerage firms. The word "you" used anywhere in this agreement ed-dressed to Raymond Jame & Associates, Inc. includes any entity clearing transactions through it, except where an asterisk (*) is used after "you".

1. You are under no continuing obligation to relate or convey to melus any information relating to any option transaction which has been entered into on my/our account or relating to the underlying securities, whether or not such Information is known by you or is otherwise available.

2. It shall be my/our sole responsibility to exercise, in a proper and timely manner, any right, privilege or obligation for any option which you may purchase, sell, handle, endorse or carry for the account(s) of the undersigned.

3. Where I/we am/are long an option which is about to expire in the money, you" are authorized, in your sole discretion and without notification to mer us, to exercise the option and liquidate the underlying stocks or instrument for my/our account, using your best efforts. This is in no way to be construed as an obligation on your part to sell or exercise such option on my/ our behalf.

4. Where l/we am/are a seller of an option, you* are authorized, in your sole discretion and without notification to me/us in the event l/we do not timely meel your margin calls, to take any and all steps necessary to protect your self from loss or damage arising out of any oplion transaction made for my/ our account, including buying or selling short or short exempt any part or all of the shares or instruments represented by options for my/our account, or buying for my/our account any put option, call option or other option as you* may deem necessary to protect yourself fully from loss or damage.

5. Where live am/are a writer of an option on which an exercise notice has been assigned to you, live agree to be bound by any allocation method utilized by you", that is fair and equitable, as provided for in the current Option Disclosure Document. Exercise assignment notices for option contacks are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short option positions, including positions established on the day of the assignment, those contracts which are subject to exercise. A more detailed description of our random allocation procedure is available upon requesi. Further, live agree that, If an exercise notice is assigned to this account, either the underlying security or instrument will be delivered to you' or sufficient collateral to promptly margin any short position resulting from such assignment within the stated period of time in the case of a call, or cash will be deposited with you" in the case of a put, sufficient to properly margin the security or Instrument.

6. Any information, advice or notification in respect to any option or any underlying securilies or instruments, related thereto which you may give me/us and which you are not required to give by the terms of this or any other agreement, express or implied, shall not be construed as creating an implied agreement or course of dealing between us and shall not impair the provisions of this or any other agreement between us.

7. The provisions of this agreement shall apply to all options, which you may have previously purchased, sold, executed, handled, endorsed or carried for my/our account and shall also apply to all options which you may hereafter purchase, sell, handle, endorse or carry for my/our account and shall inure to the benefit of your firm as now or hereafter constituted.

8, You shall not be liable for toss caused directly or indirectly by government restrictions, exchange or market rulings, war, strikes or other conditions beyond your control.

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9. I/we have received and examined a current Option Disclosure Document, issued by the various option exchanges, which includes descriptive Information on the nature and risks of options, prior to my/our first option transaction with you.

Option Agreement and Suitability Form

10. Hwe agree that this agreement and all transactions, whether Raymond James & Associates, Inc. is acting as broker or principal shall be governed by the laws of the State of Florida and subject to the constitution, rules, customs, and usages of the OCC and of all Exchanges upon which options are traded for the account of the undersigned, including rules of such Exchanges and the OCC relating to position and exercise limits as described In the current Option Disclosure Document, or ameridments thereto, referred to in Paragraph 9 above.

11. I/we have examined this form and confirm all the information contained thereon, especially those items concerning his or her income, net worth, and investment objectives as being true and accurate.

12. No provisions of this agreement shall in any respect be walved, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and is signed by an officer of the firm at the level of vicepresident or above.

Special Statement for Uncovered Options Writers

There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be sullable for all clients approved for options transactions.

The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses If the value of the underlying instrument increases above the exercise price.

 As with writing uncovered calls; the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.

 Uncovered option writing is thus suitable only for the knowledgeable investor who understand the risks, has the financial capacity and willingness to incur potentially substantial losses and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, the Investor's broker may request significant additional margin payments. If an Investor does not make such margin payments the broker may liquidate stock or options positions in the investor's account, with little or no prior notice in accordance with the investor's margin agreement.

· For combination writing, where the Investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.

· If a secondary market in options were to become unavailable, investors could not engage in closing transactions and an option writer would remain obligated until expiration or assignment.

* The writer of an American-style option is subject to being assigned an exercise at any time after he or she has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period.

· NOTE: It is expected that you will read the booklet entitled

CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS available from your broker. In particular your, attention is directed to the chapter entitled Risks of Buying and Writing Options. This statement is not intended to enumerate all of the risks entailed in writing uncovered options.

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O New Application O Existing Account		and Suitability F	
	New Accounts	01112 47	
RAYMOND JAMES & ASSOCIATES, INC. Nember New York Slock Exchange/SIPC	Service Center Fax 866-406-4235	Form # Account # 6	420
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Types of Previ	ous Option Exp	erience	Investment Objectiv			
	Equity Opti		(Select one Primary and or			don
None	ø	Q		Primary	Secon	
Covered Writing	0	0	Income	-	C	
Purchases	0	0	Hedging	0		
Spreads	0	0	Stock Acquisition	0	C)
Uncovered Writin	Q gi	0	Speculation	0	C)
Anticipated Tr	ransaction Size	(A typical option contract co	ntains 100 shares, Index options or the	se effected by corpo	rate actions m	ay vary)
O 1 - 5 Contra	-	2		-	than 100 Co	
Investment Experience	Number of Years	Number of Trades Per Year	Size of Transactions (In Dollars)	Investm (None, Limite	ient Experi d, Moderale, I	
Stocks	20	10	\$100,000	ON O	LOM	QE
Bonds	5	15	\$5,000,000	ON Ø		OE
Options	0	10	\$1,000 - 5,000	ON O		OE
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1.1	Accounts	• .
Disclosures and Signatures		4.99
 I understand that the trading of options is not suitable f Inherent financial risks of trading listed options and I ful questions and I am knowledgeable to undertake the r market is a highly leveraged form of investment and as s I understand that the writing of uncovered or "naked" op with it a correspondingly higher degree of financial risk. I have received, read and understand the current Option a correspondingly higher degree of financial risk. I have received, read and understand the current Option resources. In accepting any orders for my account, you may rely up tions are true and correct. I understand the terms, conditions and representations if i experience a material change in circumstances, i will Agreement and Suitability Form. Also, I feel I have suf carrying and bearing the financial risks of the options tr maintain extra awareness of this trading due to the shor 	by understand these risks. I have been afforded the equested strategles. I further understand that it such contains a relatively high degree of risk. tions can be a highly speculative transaction whice Disclosure Document issued by the various opti- and trading objectives in light of my present and soon the information supplied by me and I affirm the contained in this agreement. I understand this is a provide Raymond James & Associates, Inc. with a ficient knowledge to utilize options and I ame & Associates, Inc.	e opportunity to a the securities opti- sh potentially carr on exchanges, anticipated finance at these represer a binding docume new updated Opt pable of evaluati
Will this account be discretionary? O Yes Ø No		
f yes, Name of Agent	Relationship to client if, any	
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RAYMOND JAMES

& ASSOCIATES, INC Alembar New York Stock, Exchange/S1PG

To the extent that you purchase, sell, endorse, handle or carry for the account of the undersigned any option, the undersigned agrees to the terms and conditions as set forth below and in the Client Agreement incorporated by this reference. I/we acknowledge and agree that my/our relationship with Raymond James & Associates, Inc. Is governed by the provisions of this agreement. Throughout this agreement, "I", "mis", "we" and "us" refer to the undersigned and any other actual or beneficial owner of property in this account. "You" and 'your' refer to Raymond James & Associates, Inc. and the introducing broker, if applicable. The lerms "property" and "securities" mean securities of all kinds, monies, options and all other property deall in by brokerage firms. The word "you" used anywhere in this agreemenl addressed to Raymond Jame & Associates, Inc. includes any entity clearing transactions through it, except where an asterisk (") is used after "you".

1. You are under no continuing obligation to relate or convey to me/us any Information relating to any option transaction which has been entered into on my/our account or relating to the underlying securities, whether or not such information is known by you or is otherwise available.

2. It shall be my/our sole responsibility to exercise, in a proper and timely manner, any right, privilege or obligation for any option which you may purchase, sell , handle , endorse or carry for the account(s) of the undersigned.

3. Where I/we am/are long an option which is about to expire in the money. you" are authorized, in your sole discretion and without notification to mel us, to exercise the option and liquidate the underlying stocks or instrument for my/our account, using your best efforts. This is in no way to be construed as an obligation on your part to sell or exercise such option on my/ our heball.

4. Where live am/are a seller of an option, you' are authorized, in your sole discretion and without notification to me/us in the event l/we do not timely meet your margin calls, to take any and all steps necessary to protect your self from loss or damage arising out of any option transaction made for my/ our account, including buying or selling short or short exempt any part or all of the shares or instruments represented by options for my/our account, or buying for my/our account any put option, call option or other option as you* may deem necessary to protect yourself fully from loss or damage.

5. Where live am/are a writer of an option on which an exercise notice has been essigned to you, live agree to be bound by any allocation method utilized by your, that is fair and equitable, as provided for in the current Option Disclosure Document. Exercise assignment notices for option contacks are allocated among customer short positions pursuant to an automated procedure which randomly selects from among all customer short option positions, including positions established on the day of the assignment, those contracts which are subject to exercise. A more detailed description of our random allocation procedure is available upon request. Further, I/we agree that, If an exercise notice is assigned to this account, either the underlying security or instrument will be delivered to you" or sufficient collateral to promptly margin any short position resulting from such assignment within the stated period of time in the case of a call, or cash will be deposited with you" in the case of a put, sufficient to properly margin the security or instrument.

6. Any information, advice or notification in respect to any option or any underlying securities or instruments, related thereto which you may give me/us and which you are not required to give by the terms of this or any other agreement, express or implied, shall not be construed as creating an implied agreement or course of dealing between us and shall not impair the provisions of this or any other agreement between us.

7. The provisions of this agreement shall apply to all options, which you may have previously purchased, sold, executed, handled, endorsed or carried for my/our account and shall also apply to all options which you may hereafter purchase; sell, handle, endorse or carry for my/our account and shall inure to the benefit of your firm as now or hereafter constituted.

8. You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, war, strikes or other conditions beyond your control.

1 13B 01112 RJA Rev. 6/09

9. I/we have received and examined a current Option Disclosure Document, issued by the various option exchanges, which includes descriptive information on the nature and risks of options, prior to my/our first option transaction with you.

Option Agreement and Suitability Form

10. I/we agree that this agreement and all transactions, whether Raymond James & Associates, Inc. is acting as broker or principal shall be governed by the laws of the State of Florida and subject to the constitution, rules, customs, and usages of the OCC and of all Exchanges upon which options are traded for the account of the undersigned, including rules of such Exchanges and the OCC relating to position and exercise limits as described in the current Option Disclosure Document, or amendments thereto, referred to in Paragraph 9 above.

11. I/we have examined this form and confirm all the information contained thereon, especially those items concerning his or her income, net worth, and investment objectives as being true and accurate.

12. No provisions of this agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amend-ment is in writing and is signed by an officer of the firm at the level of vicepresident or above.

Special Statement for Uncovered Options Writers

There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all clients approved for options transactions.

The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses If the value of the underlying instrument increases above the exercise price.

 As with writing uncovered calls, the risk of writing uncovered put options. is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such toss could be substantial if there is a significant decline in the value of the underlying instrument.

· Uncovered option writing is thus suitable only for the knowledgeable investor who understand the risks, has the financial capacity and willingness to incur potentially substantial losses and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, the investor's broker may request significant additional margin payments. If an investor does not make such margin payments the broker may liquidate stock or options positions in the investor's account, with little or no prior notice in accordance with the investor's margin agreement.

For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is untimited.

 If a secondary market in options were to become unavailable, investors could not engage in closing transactions and an option writer would remain obligated until expiration or assignment.

. The writer of an American-style option is subject to being assigned an exercise at any time after he or she has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during the exercise period.

· NOTE: It is expected that you will read the booklet entitled

CHARACTERISTICS AND RISKS OF STANDARDIZED OPTIONS available from your broker. In particular your, attention is directed to the chapter entitled Risks of Buying and Writing Options. This statement is not intended to enumerate all of the risks entailed in writing uncovered options.

DEGE 4 of 4

RAYMOND JAMES'	880 Carillon Parkway P.O. Box 12749 St. Petersburg, FL 33733-2749	1159 Form #	Account #
& ASSOCIATES, INC. Member New York Slock Exchange/SIPC	(727) 567-1000	33E Branch #	06D9 6420 FA # Speed Dial #
Ariel I. Quiros	urity Cash Accounts Only - Full Author	My Res	orts, Inc.
(Secretary's Name) a corporation organized and existing Under and	inv virtue of the Laws of the State of		Corporation)

the Corporation duty called and held on _______ (0 13 08 ______, at which a quorum was present and voting, or by unanimous written consent of cirectors in lieu of a meeting; that said resolutions are now in full force and effect and have not been rescinded; and that said resolutions at which a quorum was present and voting, or by unanimous written are not in conflict with the Charter or By-Lews of the Corporation. Resolved-

First: That the President or any Vice President of the Corporation or any other officers designated below with signatures, be and they hereby are, and each of them individually is authorized and empowered, for and on behalf of the corporation, to establish and maintain one or more accounts, with Raymond James & Associates, Inc., (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, setting, possessing, transferring, exchanging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to, slocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, montgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise: provided however such authorization shall not include the opening of margin accounts or the making of short sales.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or egents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Broker with the respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to pay such sums as may be necessary in connection with any of the said accounts; to deliver securities to, and deposit funds with the Broker, to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities to any name selected by any of the said officers or agents; to affir the corporate seal to any documents or agreements, or otherwise; to endorse any securities in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers of attorney and/or other documents in connection with any such accounts, and to agree to any terms or conditions to control any such account, to direct the Broker to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities; to appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to certify to the Broker:

- a true copy of these resolutions:
- specimen signatures of each and every person by these resolutions empowered; (b)

Fourth: That the Broker may rely upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall receive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceased to be an officer of the Corporation or becomes an officer under some other title, in any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction.

Fifth: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Sixth: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Broker. I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions:

I further certify that the said Corporation is duty organized and existing and has the power to take the action called for by the resolutions annexed hereto. In 2008 Year day of JUNE witness whereof, I have affixed my hand this _

Ariel T. Quicos	Security
Prosident (Please Print)	President's Significant
Vice President (Please Pnnt)	Vice President's Signature
Other Officer, specify fille (Please Print)	Officer's Signature

Other Officer apecify title (Please Print)

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

1 138 1159 Rev. 06/06

Opening an Account : 1 Copy - New Accounts Dept. Submitting Securities: 1 Copy - Stock Receive Dept.

Officer's Signature

	Corporate Resolution - Cash Accounts
RAYMOND JAMES 880 Carillon Parkway P.O. St. Potersburg, FL 337	
& A S S O C I A T E S, I N C. (727) 567-1000	33E 06D9 6420
Nember New York Stock Exchange/SIPC	Branch # FA # Speed Dial #
Security Cash Accounts Only Acted I. QUITOS	etary of Q. Resorts, Inc.
(Secretary's Name)	(Name of Corporation)
a corporation organized and existing under and by virtue of the Laws of "Corporation") do berefy certify that the following is a true and complete copy of	

the Corporation duty called and held on 0 13 08 at which a quorum was present and voting, or by unanimous written consent of directors in lieu of a meeting; that said resolutions are now in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charler or By-Lews of the Corporation. Resolved...

First: That the President or any Vice President of the Corporation or any other officers designated below with signatures, be and they hereby are, and each of them individually is authorized and empowered, for and on behalf of the corporation, to establish and maintain one or more accounts, with Raymond James & Associates, Inc., (herein called the "Broker") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, or otherwise disposing of, and generally dealing in and with any and all forms of securities including, but not limited to, stocks, bonds, debentures, notes, cortip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise: provided however such authorization shall not include the opening of margin accounts or the making of short sales.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers and/or egents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Broker with the respect to said transactions; to bind and obligate the Corporation to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such officer and/or agent for and on behalf of the Corporation with or through the Broker; to pay such sums as may be necessary in connection with any of the said accounts; to deliver securities to, and deposit funds with the Broker; to order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities in order to pass till thereto; to direct the sale or exercise of any rights with respect to any securities; to sign on behalf of the Corporation all releases, powers of attorney and/or other documents in connection with any such accounts; to deliver any such account; to direct the Broker to surrender any securities to the proper agent or parts in connection with any such accounts; to deliver of the Corporation all releases, powers of attorney and/or other documents in connection with any such account; to direct the Broker to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any of the said officers or otherwise; to accept delivery of any securities; to agent in any securities to accept any terms or conditions to control any and all things which any of the said officer and/or agent is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Second: That the Broker may deal with any and all persons directly or indirectly by the foregoing resolution, empowered, as though they were dealing with the Corporation directly.

Third: That the Secretary of the Corporation be and is hereby authorized, empowered and directed to cartify to the Broker:

(a) a true copy of these resolutions:

(b) specimen signatures of each and every person by these resolutions empowered;

Fourth: That the Broker may rety upon any certification given in accordance with these resolutions, as continuing fully effective unless and until the Broker shall neceive due written notice of a change in or the rescission of the authority so evidenced, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceased to be an officer of the Corporation or becomes an officer under some other title. In any way affects the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction.

Finh: That in the event of any change in the office or powers of persons hereby empowered, the Secretary shall certify such changes to the Broker in writing the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

Sixth: That the foregoing resolutions and the certificates actually furnished to the Broker by the Secretary of the Corporation pursuant thereto, be and they hereby are made inevocable until written notice of the revocation thereof shall have been received by the Broker.

I further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her name and that this is the true and accurate specimen signature of those authorized by the foregoing resolutions:

I further certify that the said Corporation is duty organized and existing and has the power to take the action called for by the resolutions annexed hereto. In witness whereof, I have affixed my hand this _______ day of _______

Vice President (Please Print)

Other Officer, specify fille (Please Print)

Yaa Officer's Signature Officer's Signature

Other Officer, specify title (Please Print)

(Note: This certification should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment. The certification and assignment must both bear the same date.)

1 138 1159 Rev. 06/06

Opening an Account : 1 Copy - New Accounts Dept. Submitting Securities: 1 Copy - Stock Receive Dept.

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Non Manag	ed New Account Checklist	Form 4005
CHECK THE NE	Y ACCOUNTS DATABASE FOR AN EXISTING /PENDING E CENTER PORTAL FOR ALL RELATED DOCUMENTS	ACCOUNT .
Title: Q Resorts	INC Acc	ND REV DATE 9/12
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Initiated by: Jasmin Proof Contract	Trans. discount:% (FA) NA:	Client Signature
Proof Contract		FA Signature
UPDATE PROGRAM CHANGE	$\frac{\text{Commission Trades: NA: }}{\text{Sign date } \frac{\frac{1}{2}}{\frac{1}{3}}}$	Br Mgr Signature
N/A Service Center Reject	Coding date 5/16/13	Disc Approved
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Revised July 2011

	Equity	IPO Clie	ent Cert	ification
RAYMOND JAMES®	New Accounts Service Center Scan or Fax 866-406-4235	01154 Form# 33E Branch#	Accovnl # 24J4 FA #	4772 6420 Speed Diel #

Account Registration Q. Resorts Inc.

FINRA Rules 5130 and 5131 prohibit Raymond James from selling shares of an equity new issue public offering (IPO) to any account in which a Restricted Person/Entity holds a beneficial interest. FINRA rules require that you sign and return this IPO Client Certification which certifies specifically that this account is eligible to purchase IPO shares in accordance with FINRA rules. The undersigned hereby certifies that the beneficial owner(s) of the above listed account are not Restricted Persons/Entitles as defined below.

For definitions of terms italicized below, see page 2.

- 1, A FINRA member firm or other broker-dealer.
- 2. An officer, director, general partner, associated person or employee of a FINRA member firm or any other broker-dealer(other than a limited business broker-dealer).
- 3. An agent of a FINRA member firm or any other broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business.
- 4. An executive officer or director of a public company or a covered non-public company, or a person materially supported by such executive officer or director.
- 5. A person who has authority to buy or sell securities for a bank, savings and loan association, insurance company, investment company, investment adviser (whether or not registered as an investment adviser) or collective investment account.
- 6. A person listed, or required to be listed, on one of the following schedules to Form BD as filed, or required to be filed, with the SEC by a broker-dealer (other than with respect to a limited broker-dealer): (i) Schedule A, unless the person is identified by an ownership code of less than 10%; (ii) Schedule B, unless the person's listing on Schedule B relates to an ownership interest in a person that is listed on Schedule A and identified by an ownership code of less than 10%; or (iii) Schedule C, unless the person would be excluded under the percentage ownership criteria for Schedule A or B above.
- 7. A person that directly or indirectly owns an interest, in the amounts specified below, of a public reporting company listed, or required to be listed, on Schedule A or B of Form BD relating to a broker-dealer (other than a limited business broker-dealer), unless the public reporting company is listed on a national securities exchange or is traded on the Nasdag National Market: (i) 10% or more of a public reporting company listed, or required to be listed, on Schedule A; or (ii) 25% or more of a public reporting company listed, or required to be listed, on Schedule B.
- 8. A person acting: (i) as a finder in connection with any new issue in which the person is participating or (ii) in a fiduciary capacity to the managing underwriter(s) in connection with any new issue in which the person is participating.
- 9. An immediate family member of: (i) a person specified in items 2-8 that materially supports, or receives support from, that person; (ii) a person specified in items 2-3 that is employed by or associated with the FINRA member or Its affiliate selling the new issue to the immediate family member, or that has an ability to control the allocation of the new issue; or (iii) a person specified in items 6-7 that is an owner of the FINRA member or its affiliate selling the new issue to the immediate family member, or that has an ability to control the allocation of the new issue.

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Page 1 of 2

RJA-Quiros0001'40

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Definitions

Associated person or employee of a FINRA member firm: (1) Any natural person registered with FINRA and (2) any natural person, whether or not registered or exempt from registration with FINRA, who is a sole proprietor, partner, officer, director, or branch manager of a FINRA member firm, or any natural person occupying a similar status or performing similar functions or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member firm (for example, any employee).

Beneficial interest: Any economic interest, including the right to share in gains or losses, other than management or performance based fees for operating a collective investment account, or other fees for acting in a fiduciary capacity.

Collective investment account; Any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and sale of securities, but not (1) a legal entity that is beneficially owned solely by immediate family members or (2) an investment club comprising a group of friends, neighbors, business associates or others who pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

Covered non-public company: Any non-public company satisfying the following criteria: (i) income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least \$15 million; (ii) shareholders' equity of at least \$30 million and a lwo-year operating history; or (iii) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

Immediate family member: A person's parents, mother/ father-in-law, spouse, brother or sister, brother/ sister-in-law, son/daughter-in-law and children, and any other individual to whom the person provides material support.

Limited business broker-dealer: Any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

Material support: Directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

Public company: Any company that is registered under Section 12 of the Exchange Act or files periodic reports pursuant to Section 15(d) thereof.

By signing below, I acknowledge I have re authority to provide this certification an representations rease to be true and correct.	d agree to n	and understand the terms and conditions, otify Raymond James immediately in the	hereby certify m e event that m
	10 at 0 4 13	Client (or Authorized Representative) Signature	Date
Aviet QUIVOS	11	Prini Name/Title	

RJ-CON-01154-14294772

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Page 2 of 2

Case 1:16-cv-21301-DPG Document 66-7 Entered on FLSD Docket 04/25/2016 Page 56 of 114



Florida Department of State Division of Corporations Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

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FOREIGN PROFIT/NONPROFIT CORPORATION

Q.Resorts, Inc.

Certificate of Status	1
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Electronic Filing Menu

Corporate Filing Menu

Help

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APPLICAT	ION BY FOREIGN CORP BUSI	ORATION FOR AUTHO	ORIZATION TO TH	RANSACT
IN COMPLIANCE REGISTER A FOR	WITH SECTION 607.1503, FL EIGN CORPORATION TO TRA	ORIDA STATUTES, THE FO	OLLOWING IS SUBMI. STATE OF FLORIDA:	TTED TO
Q.Resorts, Inc				
"Inc.," "Co.,"."Co	orporation; must include "INCORP orp," "Inc," "Co." or "Corp.") able in Florida, enter alternate corp			as in Florida)
2. Delaware		3.		
(State or country u	nder the law of which it is incorpor	rated) (F	El number, if applicable)	
4 February 22, 2	2008	5. perpetual		
(DE	ate of Incorporation)	(Duration: Year	corp. will cease to cxist or	"perpetual")
6.				-11 1
	(Date first transactor)	d business in Florida. If prior to	registration) III	8
- 111 NE Ist St	rect 4th Floor Mlami, FL 331	1 & 607.1502. F.S., to determin	SIS	ú m
7	(Princi	pal office address)	1.0	D r
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	(Currer	nt mailing address)	RIURALE	
8. Development	of real estate		UCA	i w
(Purpose(s) of	corporation authorized in hor	me state or country to be c	arried out in state of l	Florida)
9. Name and street	t address of Florida registere	d agent (P.O. Box NOT a	(cceptable)	
Name:	Marc R. Levinson, Esq.			
Office Address:	Miami Center, Suite 2400	201 S. Biscayne Blvd.	k	
CHING AGEICSSI	Miami		, 33131-4332	
	(City)	, Florid	(Zip code)	
	ent's acceptance:		ie above stated corpora	tion of the m

by Valerie Hawk as attorney-in-fact VALLA TIC JYY. (Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

Marc R. Levinson, Esq. 1 FL Bar Member Shook, Hardy & Bacon LLP Miami Center, Sulte 2400 201 S. Biscayne Blvd. Miami FL 33131-4332 305-358-5171

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03/03/2008 11:55 5616941639	PAGE 03/04
H08000055108	no de
12. Names and business addresses of officers and/or directors:	Aller C. D
A. DIRECTORS	AG A A
Director: Ariel Quiros	· 45.77
Address: 111 NE 1st Street 4th Floor	
Miami FL 33132	CAP. I
	0.
Director: Jung Weon Choi	
Address: 111 NE 1st Street 4th Floor	
Miami FL 33132	
Director:	
Address:	
Discourse	
Director:	
Address:	
B. OFFICERS	
President Ariel Quiros	
Address: 111 NE 1st Street 4th Floor	
Miami FL 33132	, <u> </u>
	a state of the second second second second second second second second second second second second second second
Address: 111 NE 1st Street4th Floor	· ·
Miami FL 33132	
Secretary	×
Address	
	······································
Treasurer	
Address:	
Address.	
adaman and a data a substance and a support of the second state of the second second second second second second	
NOTE: If necessary, you may attach an addendum to the applica	tion listing additional officers and/or directors
13. by Valerie Hawk as attorney-in-fact Valid 1111	Halliko
13. by Valetie Hawk as attorney-in-fact (Signature of Director or Officer listed in nu	
14. Ariel Quiros Director of Officer Instea in Ita	
(Typed or printed name and capacity of pers	
Marc R. Levinson, Esq. 1 FL Bar Member	
Shook, Hardy & Bacon LLP Miami Center, Suite 2400	
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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "Q.RESORTS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF FEBRUARY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "Q. RESORTS, INC. " WAS INCORPORATED ON THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 2008.

AND I DO BEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

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Harriet Smith Windsor, Secretary of State AUTHENTICATION: 6418932

DATE: 02-29-08

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			Partnershi	p Account
RAYMOND JAMES			Account #	3650
& ASSOCIATES, INC. Nember New York Stock Exchange/SIPC	(727) 567-1000	33E	06D9	6420
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(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell(including short sales) and trade in stocks, bonds, options and commodities, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and risk and in the Pertnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree to indemnify and hold Raymond James harmless from, and to pay promptly on demand, any and all losses arising from these activities or any debit balance due.

(Print)

We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account as fully and completely as if they were the sole owner(s) of the account. All of the activities previously mentioned may be carried out without notice to the Partnership or its partners.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

This authorization and indemnity is binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 880 Carillon Parkway, St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorized (a) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has cased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, retain portions of, or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or future law or otherwise.

It is further agreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the Partnership shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit of Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

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RAYMOND JAMES	880 Carillon Parkway P.O. Box 12749	1153 Form#	Account # 3700 .
& ASSOCIATES, INC. Member New York Stock Exchange/SIPC	St. Petersburg, FL 33716 (727) 567-1000	Branch #	O6D9 6420 FA # Speed Diat#

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(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell(including short sales) and trade in stocks, bonds; options and commodities, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and risk and in the Partnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree to indemnify and hold Raymond James harmless from, and to pay promptly on demand, any and all losses arising from these activities or any debit balance due.

We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account as fully and completely as if they were the sole owner(s) of the account. All of the activities previously mentioned may be carried out without notice to the Partnership or its partnersh.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

This authorization and indemnity is binding on the undersigned, the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 860 Carillon Parkway. St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, relain portions of , or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or future law or otherwork

It is further agreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the Partnership shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit of Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

Name Jay Peah Mar Address 4830 Vermont	agement -	Foc.	
Address 4850 Vermont	Route 242	·	
City/State/Zip Jay VT 058	59		
Date Alen or			
Partner Signature	Date	Partner Signature	Date
Partner Signature	Date	Partner Signature	Date

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1 Copy - New Accounts

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RAYMOND JAMES' & ASSOCIATES, INC. Member New York Slock Exchange/SIPC	880 Carillon Parkway P.O. Box 12749 St. Petersburg, FL 33716 (727) 567-1000	1153 Form # 33E Branch #	Account # 06D9 FA #	3700 6420 Speed Dial#	6.1
We, the undersigned, as general partners of Du hereby authorize you, Raymond James & Associate We hereby authorize	Inc. ("Raymond James") to open an acc	>, (the count in the name	"Partnership") a c of the Partnershi	duly organized partr p.	vership a
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(the "Authorized Agents"), or any one of them individually, as the Partnership's agents and attorneys-in-fact, to buy, sell(including short sales) and trade in stocks, bonds, options and commodifies, and any other securities and/or contracts relating to the same, on margin or otherwise for the Partnership's account and risk and in the Partnership's name on Raymond James' books. These activities shall be conducted according to the terms of the Raymond James' Customer Agreement, and any other terms and conditions established by Raymond James. We hereby agree to Indemnify and hold Raymond James harmless from, and to pay promptly on demand, any and all losses arising from these activities or any debit balance due.

We authorize you to follow the instructions of the Authorized Agents, or any one of them individually, in every respect concerning the Partnership's account with Raymond James and to deliver securities and make money payments to them as they may order and direct. In all matters and things previously mentioned, as well as in all other things necessary or incidental to the administration of the Partnership's account, the Authorized Agents, or any one of them individually, are authorized to act for and on behalf of the Partnership with the same force and effect as we might or could do. Furthermore, they are authorized to receive demands, notices, confirmations, reports, statements of account and communications of every kind. They may make arrangements on behalf of the Partnership's account, terminate, modify or waive any provisions of such agreements, and generally deal on behalf of the Partnership's account as fully and completely as if they were the sole owner(s) of the account. All of the activities previously mentioned may be carried out without notice to the Partnership or its partnership.

We hereby ratify and confirm any and all transactions made with you by the Authorized Agents, or any one of them individually, for the Partnership's account. This authorization is in addition to (and in no way limits or restricts) any rights Raymond James may have under any other agreement with us.

This authorization and indemnity is binding on the undersigned; the Partnership and all respective successors and assigns. It is also a continuing authorization and indemnity that shall remain in full force and effect until revoked by the undersigned, or their respective successors and assigns, by a written notice addressed and delivered to Raymond James at 880 Carillon Parkway, St. Petersburg, FL 33716. In the event any of us cease to be partners of the Partnership, you are authorized (a) to continue to treat such person as a partner for all purposes, and as bound by this authorization, until such time as one of us, or our representative, delivers written notice to your offices that such person has ceased to be a partner and will no longer be bound by this authorization, and you have reasonable time to act upon such notice, and (b) to take proceedings, require papers, retain portions of , or restrict transactions in, the Partnership's account as you may deem advisable to protect yourself against any potential liability, penalty or loss under any present or future law or otherwise.

It is further agreed that, in the event any of us ceases to be a partner of the Partnership, the remaining partners will immediately cause you to be notified in writing of such fact. No notice of revocation of any of us ceasing to be a partner in the Partnership shall affect any authority hereby granted or any liability in any way resulting from transactions initiated prior to the receipt of notice and Raymond James having reasonable time to act upon it. This authorization and indemnity shall inure to the benefit of Raymond James and of any successor firm, irrespective of any change at any time in the personnel thereof for any cause whatsoever, and of the assigns of Raymond James or any successor firm.

Subject to the foregoing provisions, duplicates of all notices or communications for the undersigned regarding the Partnership account are to be forwarded to the following (a non-Authorized Agent):

Name Jay Peak Mar Address 4830 Vermont	agement -	Juc.	
Address 4830 Vermont	Route 242	2	
City/State/Zip Jay, UT 058	59		
Date Alexa us			
Partner Signature		Partner Signature	Date
Partner Signature	Date	Partner Signature	Date

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1 Copy - New Accounts

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4	±14		
	6305		
0726) 0370	Corporate Resolut	ion - Margin / Short.Sale.	Accounts
	New Accounts		1
RAVMOND TAMES	Service Center Fax	01018 Form# Account #	503
& ASSOCIATES, INC.	866-406-4235	[33E] [0609]	6420
Member Hew York Stock Exchange/SIPC HOV	0 2 10 DMS Eligible	Branch# FA	Speed Dial
	urity Margin/Short Sale Accounts Only -		
1. Ariel I. Que	Secretary of		Jac
(Secretary's Neme) a corporation organized and existing under and	by vidue of the Laws of the State of	Jermont (Name of Corporation) (1)	ne " Corporation"
do hereby certify that the following is a true and	i complete copy of resolutions adopted at a m		
and held on 11 20 10 meeting; that said resolutions are now in full f	at which a quorum was present and vo	ting, or by unanimous written consent of dire	ctors in lieu of with the Charle
or By-Laws of the Corporation.	Dice and enect and have not been resourced		
Resolved— First: That the President or any Vice President	tent of this Corporation or any other officers	designated below with signatures, be and l	they hereby are
and each of them individually is, authorized and may be margin accounts, with Raymond Jame	d empowered for and on behalf of this Corpo	ration, to establish and maintain one or more	accounts, which
acquistion colling lighthough and colors) passe	ssing transferring exchanging, pledging, of	otherwise disposing of, and benerally dealing	in and with an
and all forms of securities including, but not limi warrants, certificates of deposit, mortgages, ch	ted to shares stocks, honds debentures, not	es, options, scrip, participation certificates, rid	INIS IO SUDSCIID
of interest of any and every kind of nature wi	hatsoever, secured or unsecured, whether r	epresented by trust, participating and/or oth	er certificates
otherwise.	to any such commitment or with respect to an	v transaction deemed by any of the said office	ers and/or agen
to be proper in connection therewith is hereby o	onferred including authority (without limiting th	he generality of the foregoing) to give written of	r oral instruction
to the Broker with respect to said transactions; which shall be entered into by any such office	r and/or agent for and on behalf of the Coroc	pration with or through the Broker; to pay su	ich sums as m
be necessary in connection with any of the s of securities to any other person whatsoever,	aid accounts to deliver securities to, and de	eposit junds with the Broker: to order the tra	insier or delive
ar acosts: to office the composite coal to any dr	cuments of agreements or otherwise: to end	dorse any securities in order to pass title their	reto; to direct t
sale or exercise of any rights with respect to any in in connection with any such accounts, and to a	av securities to sign on behalf of the Corpor-	ation all releases, powers of afforney and/or	other oocumer
to the nonne agent st party for the pursoes of	faction any exchange or conversion, or for th	he purpose of deposit with any protective of s	milar committe
or otherwise; to accept delivery of any securit agents is hereby empowered to do, and gene	ies; to appoint any other person or persons rally to do and take all action necessary in (to do any and all things which any of the sa- connection with the account, or considered d	lesirable by su
en at the state of the second blackstate		loregoing resolution, empowered, as though t	
with the Compretion directly			,
Third: That the Secretary of the Corporati (a) a true copy of these resolutions:	on be and is hereby authorized, empowered	and directed to certify to the Broker:	
at the state of an at some of a nate and as an	y person by these resolutions empowered;	e resolutions, as continuing fully effective un	less and until
Broken chall encours due written notice of a c	hanne in or the rescission of the authority st	o evidenced, and the dispatch of receipt of a	any omer lom
notice shall not constitute a waiver of this pro becomes an officer under some other title, in a	vision, nor shall the fact that any person her av way affects the powers hereby conferred. 7	eby empowered ceases to be an onicer of the fhe failure to supply any specimen signature s	hall not invalid
and been asting if the transation is in 666614	inner with subority scholly displad	owered, the Secretary shall certify such chan	
in writing in the moniner percent above provided authorized, and to empower the persons the Sixth: That the pregoing esolutions and i they hereby are prace irrevocable unit writte	reby substituted.	ar by the Secretary of the Corporation pursua	nt thereto, be
they hereby are price irrevocable until writte	notice of the perocation thereof shall have	been received by the Broker.	nné thìn in tha i
I further pertify and each of the following has	been duly precied and is now regard individ	g the onice set opposite thisnes have and th	iai mis is the
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Presidem (Please Pini)	Freeidonta	Gigniatura	
Vice President (Place Print)	Vice Presid	tent's Signature	
Osher Officer, spech title (Pros to Print)	Officer's Si	gnature	
Other Officer, apecity tilla (Plaase Print)	Officers SI	ioneture _ / / / /	2
I further certify that the said Corporation is du		///////////////////////////////////////	ns annexed her
In witness whereof, I have affixed my ha			DID
	and the second se	LARN	Year
	Secretary S	on each certificate gr stock and registered b	and or a sense
(Note: This certification should be used in co assignment. The officer certifying the resolu-	injunction with either the assignment provided	certification and assignment must both bear	the same dal
pasignment. The enest estating the recen)	
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Ambassador Non-Discretionary Client Agreement – RJA

RAYMOND JAMES	Asset Management Services Service Center	01460 Fom#	ACCOUNT #
& ASSOCIATES, INC. Namber New York Stock Exchange/SiPC	Scan or Fax 865-406-4236	33E	24J4 6420

THIS AGREEMENT is between Ariel I Quiros & Okcha Quiros

("Client") and Raymond James

& Associates, Inc. (hereinafter referred to as "RJA"), a registered investment adviser and broker-dealer. Client acknowledges that the services provided under this Agreement will be provided by a financial advisor that is registered as a securities agent and as en Investment Adviser Representative of RJA.

The Parties Hereto/Agree as Follows 7 (1997)

Execution and Administrative Services - By signing this Agreement and upon the deposit of cash and/or securities in the RJA custodial account, RJA shall establish an investment advisory account in the name of Client ("Account") in accordance with the terms of this Agreement. RJA is hereby appointed by Client as sole and exclusive broker with respect to the Account for the execution of ourchase and sale transactions.

RJA will provide various administrative services which include determining the fair market value of assets held in Client's Account and, at least quarterly, produce a statement for Client detailing Account assets, transactions, receipt and disbursement of funds, Interest and dividends received and gain or loss by security as well as for the total Account.

Duties of RJA - RJA, through its Investment Adviser Representative(s), will provide Client non-discretionary investment advisory services, including portfolio reviews and recommendations. Investments which will be included in the asset value of Client's Account for the purpose of calculating the fee compensation to RJA for advisory services are hereinafter referred to as Tree Investments. These investments include open-end mutual funds offered with no sales commission or load, publicly traded closed-end mutual funds, exchange-traded products, common and preferred stocks. American Dapository Receipts, options contracts, real estate investment trusts, comporte bonds, U.S. Government and Government agency bonds, mortgage backed and municipal bonds, and any other investment that may, from time to time, be designated as a Fee Investment. For the purposes of his Agreement, the term "Account Value" shall mean the total absolute value of Fee investments and Administrative-Only Investments in the Account, long or short, plus all credit balances, including any declared dividend and interest income accrued during the period, with no offset for any mergin or debit balances, Please refer to RJA's Wrap Fee Program Brochure for additional information.

Other investments may be bought or sold by Client in the Account but will be defined as "Fee Exempt Investments". These Fee Exempt Investments generally include new or secondary securities offerings, including brokered certificates of deposit. Should Client buy any of these securities, Client will pay, directly or indirectly, a commission which is defined by the terms of the offering as stated in the prospectus or trade continuation for the security. Unless otherwise agreed to by Client and RJA, said investments will be exempt from inclusion in the Account Value subject to Advisory Fees for a period of twelve (12) months from date of purchase, the applicable Fee Exempt Investments will rever to Fee Investments.

Certain investments, when transferred into or hald within the Account, or as otherwise agreed to by Client and RJA, will be designated "Administrative-Only Investments". Said investments are held for administrative purposes only, and will be exempt from the Advisory Fee. The total Account Value will be used when detormining the respective billable rate for Fee Investments, Please refer to RJA's Wrap Fee Program Brochure for additional information.

Securities Custedy - At no additional charge, RJA shall facilitate the maintenance of custody of securities positions for the Account, Including holding securities in nominee name and crediting interest and dividends received on said securities to Client's Account.

Advisory Fee - Client will pay RJA an asset-based Advisory Fee for investment advisory services at the rate set forth in the Fee Schedule attached hereto. A portion of the Advisory Fee is paid to RJA for administrative services. The Advisory Fee will be payable quarterly in advance. When the Account is opened, the Advisory Fee is billed for the remainder of the current billing period and is based on the initial contribution. The Initial payment will become due in full on the date of inception.

Subsequent quarterly Advisory Fees will be calculated based upon the Account Value on the last business day of the previous calendar quarter and will become due the following business day. No adjustments to the Advisory Fee will be made because of withdrawals made by Client doring the period. Cash reserve balances will be included in the open-end mutual fund section for billing purposes. Cash reserve balances which exceed 20% of the Account Value at the time of billing will be included for fee purposes only if such balances did not exceed 20% of the Account Value at the end of the previous quarter. Otherwise, the balance in excess of 20% will not be included in the Account Value for purposes of calculating the Advisory Fee.

RJA is hereby authorized to deduct from Client's Account any fee owed to RJA pursuant to the terms of this Agreement, and pay said fee to RJA or its designee. All fees paid to RJA will be reported to Client on the regular statements provided by RJA.

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The Advisory Fee includes all execution charges except: (1) certain dealer-markups and odd lot differentials, transfer taxes, exchange fees mandated by the Securities and Exchange Act of 1934 and any other charges imposed by law with regard to any transactions in the Account; and (2) offering concessions and related fees for purchases of public offerings of securities as more fully disclosed in the prospectus. Client may also incur charges for other services provided by RJA not directly related to the execution and clearing of transactions including, but not limited to, IRA custodial fees, safekeeping fees, interest charges on margin loans, and fees for legal or courtest of the analysis. courtesy transfers of securilles.

Limitation of Responsibility – RJA shall not be liable for any loss resulting from any act or omission of Client. The assessment of suitability of investments made by RJA on behalf of Client is based on information Client has provided to RJA and its investment Advisor Representative(s). To the extent Client fails to inform RJA of his/her particular financial circumstances, including providing information to RJA about investments held by Client through an investment advisor and/or brokerage firm other than RJA, Client understands that RJA is limited in its ability to onsure that investments it makes on behalf of Client are appropriate in light of Client's overall financial circumstances and investment objectives. Nothing in this Agreement shall constitute a waiver or limitation of any since whet the Client may being under semicable stream of any series when the semiconstitute a waiver or limitation of any since whet the Client may being under semicable stream and any series when the semiconstitute a waiver or limitation of any since whet the Client may being any series of particular that the semiconstitute a series of the semiconstitute and series of the semiconstitute and series of the section of any since whet the Client may being an interaction of the section of th rights which the Client may have under applicable state or federal law.

Client authorizes RJA to act as Client's agent to buy or sell investments for Client's Account solely as instructed by Client. Client hereby agrees to indomnify and hold RJA and its officers, directors, agents, employees, and affiliates harmless from all toss, costs (including attorneys' feas), indebtedness and liabilities arising from actions directed by Client. This authorization is a continuing one and shall remain in full force and effect until terminated in writing.

In no event will RJA be obligated to execute any transaction that it believes would violate any federal or state law, rule or regulation, or any rule or regulation of any regulatory body.

Authority to Contract – If the Client is not an individual (i.e., a corporation, partnership, trust or retirement plan), the party executing on behalf of the Client (hereinafter referred to as the "Authorized Person") represents that he or she is fully authorized to execute this Agreement with RJA and to act on behalf of the Client in connection with the services to be provided to the Client by RJA under this Agreement. The Client and the Authorized Person agree to provide to RJA, upon the request of RJA, any and all additional documentation necessary to establish the authority of the Authorized Person to act on behalf of the Client.

ERISA_Plang -- If an Account is established on behalf of an employee benefit plan subject to the provisions of the Employee Retirement income Security Act of 1974 ("ERISA"), the person(s) executing this Agreement on behalf of Client hereby represents that they are a "named fiduciary" as that term is defined in ERISA, with respect to the control or management of the assets of the Plan, and that they are empowered to appoint RJA as a service provider for the Plan. Such fiduciary representative(s) hereby acknowledges that the designation of RJA as a service provider, and the investments and related transactions contemplated by this Agreement, are consistent with end permissible with a the designation of RJA as a service provider and the investments and related transactions contemplated by this Agreement, are consistent with the designation of RJA as a service provider of the designation of RJA as a service provider and the investments and related transactions contemplated by this Agreement, are consistent with the designation of RJA as a service provider of the designation of the designation of RJA as a service provider of the designation of the designation of RJA as a service provider of the designation of the designation of RJA as a service provider of the designation of the designatio consistent with and permissible under the Client's Plan documents.

Modification or Amendment - RJA may modify or amond this Agreement, including the Fee Schedule or nature of the services to be provided hereunder, by providing Client with thirty (30) days advance written notice of such change, modification or amendment.

Assignment, Termination and Responsibility -- This Agreement may not be assigned without the consent of the Client and RJA. RJA or Client may lorminate this Agreement at any time by providing notice of such election to the other party. This Agreement will terminate automatically upon receipt by RJA of legal notice of the death of the Client, Termination of this Agreement will not allect Client's liability or responsibility with regard to transactions initiated prior to or after such termination, and the Client agrees to be responsible for any commissions, fees or expenses prior to or after termination.

if the Client's Investment Adviser Representative ceases to be affiliated with RJA, does not maintain the necessary regulatory registration to service the Client's Account, or otherwise causes to service the Client's Account, RIA may appoint another Investment Adviser Representative(s) registered with RJA to service this Agreement.

In the event of termination of this Agreement, RJA will refund to Client the provated portion of the Advisory Fee for the quarter of termination. All fees due under this Agreement at lermination will be deducted from Client's Account before assets are delivered from the Account. Upon termination, the Client's brokerage account will no longer be assessed the Advisory Fee and any transaction effected subsequent to such termination will be assessed a customary brokerage commission based on RJA's standard commission schedule.

<u>Conflicts of Interest</u> – The Investment Adviser Representative receives a portion of the Advisory Fee. The Investment Adviser Representative is also a registered securities representative of RJA, and is designated as such on this Account. In that capacity with RJA, the registered securities representative may provide securities brokerage services through RJA which involve securities NOT transacted in Client's Ambassador Account (i.e., transactions in enother account, such as a brokerage account). Where securities transactions result in commissions being paid to RJA, the registered securities representative for a particular account will receive a portion of that commission, including any portion of the commission paid for Fee Exempt Investments, Client should be sware of a potential conflict of interest that could result from Client paying commissions on securities transactions in an account other than this Ambassador Account that exceed the Advisory Fee paid in the Ambassador Account where similar Fee Investments could have been recommended to Client. Please refer to RJA's Wrap Fee Program Brochure for additional information.

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Other Expenses - Cartain open-end, closed-end and exchange-trader funds ("fund" or "funds") which may be acquired in Client's <u>Other Expenses</u> – Cartain open-end, closed-end and exchange-traderi funds ("fund" or "funds") which may be acquired in Client's Account, may, in addition to assessing management tees, assess other internal expenses such as distribution, shareholder service and/or 12b-1 fees, administrative tees and "other expenses". To the extent RJA may receive shareholder services end/or 12(b)-1 fees from funds, Client will receive a credit to the Account in an amount equal to such fees received from the funds. The foregoing fees are generally included in the calculation of operating expenses of a fund and are disclosed in the fund prospectus. In addition, RJA and/or its efficient way exold from the calculation of operating expenses of a fund and are disclosed in the fund prospectus. In addition, RJA and/or its efficient way result in additional compensation being paid to RJA and/or its efficients. These additional arrangements may create a financial incentive for RJA and its affiliates to recommend and/or offer certain funds over other funds, which may include funds affiliated with RJA. These additional financial arrangements may not necessarily be reflected in a fund's expenses and may be paid solely out of the assets of an affiliate of the fund. Please refer to RJA's Wrap Fee Program Brochure for additional information.

<u>Proxies</u> - Client retains the right to vote all proxies solicited for the securities held in Client's Account, RJA or its investment Adviser Representative(s) will not take any action with respect to the voting of proxies on the behalf of Client.

Entire Agreement - This Agreement and any Schedules attached hereto represent the entire Agreement between RJA and Client regarding fees and services set forth herein. This Agreement shall be construed in conjunction with and subject to the express terms and conditions of the separate brokerage account Client Agreement between Client and RJA.

Governing Law - This Agreement shall be governed by the laws of the State of Florida without the application of the principles of choice of law.

Severability - The parties hereby agree that if any term, provision, duty, obligation or undertaking herein contained is held to be unenforceable or in conflict with applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

<u>Disclosure</u> – Please refer to RJA's Wrap Fee Program Brochure for further information regarding RJA's business relationships with affiliated entities and its custodial services with respect to cash reserves of Client accounts. With respect to cash reserves of advisory accounts, the custodian of the account assets will determine where cash reserves are held. If the account assets are held by a oustodian other than RJA, such custodian's reserve program will determine where cash reserves are held. Where RJA arts as custodian, Clients may be offered one or multiple options based on their account type. Eagle Assel Management, Inc. and RJA are custodian. Clients may be offered one or multiple options based on their account type. Eagle Assel Management, Inc. and RJA are custodian. wholly-owned subsidiaries of Raymond James Financial, Inc., a publicly owned corporation. Entities associated with the Eagle Family of Funds are affiliates of RJA.

Acknowledgement of Receipt of Disclosure Brochure - As required by Rule 204-3 under the Investment Advisers Act of 1940, Client acknowledges receipt of RJA's Wrap Fee Program Brochure and applicable Brochure Supplement(s).

Effective Date - This Agreement will be effective upon execution by the parties hereto.

What You Should Know About Fee-Based Accounts

Ambassador is an asset-based fee account program where you pay an annual Advisory Fee for the advice and services provided by your Investment Adviser Representative as a part of your advisory relationship. This fee is based on the level of assets in your Account, independent of the level of trading activity. By deciding to pay a fee based on services provided rather than transactions, you should understand that the fee may be higher than the cost of a commission alternative during periods of lower trading activity.

You chould understand that the annual Advisory Fee charged in the Ambassador account program is in addition to the management fees and operating expenses charged by open-end, closed-end and exchange-traded funds. To the extent that you intend to hold fund chares for an extended period of time, these internal fund expenses should be added to the annual Advisory Fee when evaluating the costs of a Ambassador Account. In addition, certain mutual fund families impose short-term trading charges (typically 1% to 2% of the original amount invested) which may not be waived for fee-based accounts.

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Additional Considerations with the state of the state of the state of the state of the state of the state of the

You should consider these factors when deciding whether the Ambassador asset-based fee account program is right for you;

- Your past and anticipated investment activity
- Your past and anticipated use of the products and services available in the Account The value and type of your eligible assets
- .
- The mists and potential benefits of the service . .
- Your investment objectives and goals
- Additional financial and planning services provided by your investment Adviser Representative(s) Your personal preferences concerning the payment attentives available to you . .

You should also consider whether it would be better for you to pay separately for each trade you execute and each product and service you use.

Since these factors may change, you should periodically re-evaluate whether the ongoing use of the Ambassador asset-based fee account program continues to be appropriate to servicing your needs.

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By signing below, I acknowledge that I have received, used, understand, and agree to abide by all the terms and conditions set forth in the Ambassador Client Agreement with RJA.

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Client's Signatu a (it application)	Date	Citera's Signature (il applicability	Dale
investiment Advicer Representation Statistic	42413	Investment Atlvicer Representative Signature	Date
Investment Adviser Representative "Print Name"	401	Investment Advisor Representative "Print Neme"	
Investment Adviser Representative Signature	Date	Investment. Advisor Representative Signature	Cate
Investment Advisor Representative "Print Name"		Investment Adviser Representative Print Nape	/
		Brasich Office Manager Applied	3/16/14
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	Account #
Aggregated Accounts (if applicable	2);
List other related accounts in the Ambassador, Free	edom, Passport or Russell Model Strategy ("Russell") account program(s):
Ciliant Name	Account Number

For purposes of determining Ambassador Fees, Ambassador, Freedom, Passport and Russell accounts which meet the criteria for related accounts will be combined to determine if a lower fee will apply. Related accounts will be combined for fee purposes so that each account will pay a fee which is calculated on the basis of the total of all aggregated accounts.

"Related" accounts are accounts of an individual, his or her spouse, and their children under the age of 21, and includes individually owned accounts, individual IRAs, self-directed accounts (i.e., directed by individual participants) under an employee benefit pension plan ("ERISA plan"), and ERISA plans in which an individual is the sole participant.

Furthermore, accounts of the same corporation or business entity are normally deemed as "related". For example, if ABC Manufacturing has both a profit sharing plan and a pension plan (non-directed), these two accounts will be "related". However, corporate accounts such as corporate cash would not be related to such retirement plan accounts.

Cilent understands and agrees that it is Client's responsibility to include all applicable related accounts for purposes of qualifying for an aggregated account fee discount. While RJA may attempt to identify related accounts, it shall not be held responsible for falling to consider any related accounts not listed by Client.

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NOTES

*** Please note: This page should not be used to terminate managed accounts, for account funding instructions or to provide additional details regarding asset-based fee arrangements, ***

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Fees are incremental. The fee schedule breakpoints and rates may not be modified. Any modifications to the schedule will not be accepted by RJA, except when noted in the "Additional Instructions" section below.

Account Value*	Annoalized Pee	
Ambassador Fee Investments	:	
First \$200,000	2.000%	
Next 5300,000	1.750%	
Amounts over \$500,000	1.250%	

" The minimum Account Value of Fee Investments is \$50,000.

Additional Instructions:

and an internal to

Client Initials -Client Initials (if applicable)

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RAYMOND. & ASSOCIATE Member New York Stock Ex	S, INC.	Servi	Accounts ce Center x 866-406-4235 ´	01212 Form # 33E Branch #	Account# 24.J. FA#	8224 4 6420 Speed Dial #
Open New Account	O Update Existin	ng Account				
Account Type and F	Registration					
Type (Select one) O Capita	al Access Account	Star	idard Account	O Direct Acco	ount	
Registration (Select one belo	ow)					
D Individual	O Tenants in Con	nmon Ot	LC	O Trust		O IRA
D Joint (WROS)	Partnership		Inincorporated Ass	oc. O Estate		O Roth IRA
D Joint Tenants by Entirety	O Proprietorship	OL	ITMAVUGMA	O Guardia	inship	O SEP IRA
D Community Property	O Corporation	00	Jualified Plan	O 529 Pla		O Simple IRA
Margin Requested (Subject	t to Approval, Initials	: Required): C	No 🖲 Yes 🛔	Maria		Client Initials
Account Information	1					
Complete Account Title:			Relationship Link	Name (Branch Use O	nly):	
Jay Peak Biomedical Res	earch					
			Related Accounts	(Branch Use Only):		
Park LP						
ANC BIO Vermont GP Services LLC Partner						
A	for sum of the m					
Account Owner 1 In	Tormation					Tenants in Commo
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Jay Peak Biomedical Res First Name, Middle Initial, Last Name		ist. Corporation)				
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30-2004408						
S.S. # (555-55-5555) OR Tax ID #	(55-555555)	Date of Birth (M	M-DD-YYYY) E	E-mail Address		
O Driver's License # OR O Pas	esport ID # (optional)	Expiration Date		State/Country		
111 NE 1st St FI 4			Miami		FL 3	3132-2517049
Mailing Address (If PO Box/APO/FF	°O, provide a physical a	address below)	City			lp
Legal Address			City		State Z	ĩp
Name of Employer	O Retired O	Unemployed	Occupation (most r			
				305 579-908		
Name of Employer Home Phone Number		Unemployed one Number	Occupation (most r			

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				1		2240
Account Owner 2 In	formation				Account #	
Account Owner 2 II					Tenant	s in Common
ANC BIO Vermont GP						%
First Name, Middle Initial, Last Nar	ne OR Entity Name (Trust, Corporation)					
Citizenship Status (Select one be				O Single		
O US Citizen O Reside	nt Alien O Non-Resident Allen (W-8 F	(equired)) Married	U Single		
545	2012		***			
S.S. # (555-55-5555) OR Tax ID #	(55-555555) Date of Birth (MN	A-DD-YYYY) E-ma	il Address			
O Driver's License # OR O Pa	ssport ID # (optional) Expiration Date	State	/Country			
Mailing Address (If PO Box/APO/F	PO, provide a physical address below)	City		Stat	he Zi	p
Legal Address		City		Sta	le Zi	p
Name of Employer	O Retired O Unemployed	Occupation (most rece	ent, if retir	ed)		
Home Phone Number	Cell Phone Number		Work F	^o hone Numb	er	
Account Suitability						
Account Financial Informati	on	Investment Expe	rience			
Combined Annual Income	Combined Net Worth	Provide your experies	nce, if any.	with the follo	owing investm	ent types
2	Excluding Personal Residence(s)		None	Limited	Moderate	Extensive
O \$0-\$19,999	○ \$0-\$19,999					
○ \$20,000-\$50,000	○ \$20,000-\$50,000	Equities	0	۲	0	0
○ \$50,001-\$100,000	○ \$50,001-\$100,000	Bonds	0	۲	0	0
○ \$100,001-\$200,000	○ \$100,001-\$250,000	Options/Futures	۲	0	0	0
○ \$200,001-\$500,000	○ \$250,001-\$500,000	Mutual Funds	0	۲	0	0
○ \$500,001-\$1,000,000	○ \$500,001-\$1,000,000	Annuities	۲	0	0	0
• Over \$1,000,000	○ \$1.000,001-\$5,000,000	Margin Trading	0	0	۲	0
	Over \$5,000,000					
Primary Objective and Asso	clated Risk Tolerance	Secondary Object				erance
Select only one Objective and Asso Objective	ociated Risk Tolerance Risk Tolerance	Select only one Objective	ctive and A		isk Tolerance isk Toleran	ce
Capital Preservation O I	ow	Capital Preservat	ion C) Low		
income O l	.ow Medium O High	Income	C) Low () Medium	O High
Growth	O Medium O High	Growth		() Medium	O High
Speculation	O High	Speculation				O High
Primary Ti	me Horizon	4	Seconda	ry Time H	orizon	
0 < 5 years 05 - 1		O < 5 years	s O5	- 10 years	O > 10	years

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Account Instruc				
Securities & Stock	Dividend	Funds / Cash S	Sweep	
Hold to Street Name /	From Account		•	
O Direct Registration Se	rvice	O Raymond Jame	es Bank Deposit Program (RJB	DP) with Client Interest Program (CIP)
Cash Dividend		O Raymond Jame	es Bank Deposit Program (RJB	DP)
Hold in Account		O Eagle Class of	JPMorgan Prime Money Marke	t Fund (Receipt of prospectus acknowledged)
O Mail Check to address	s of record		JPMorgan U.S. Government M	oney Market Fund (Receipt of prospectus
O Hold Principal Mail Dividends / Intere	st	acknowledged) O Raymond Jame		rket Fund (Receipt of prospectus
Cost Basis Account	ting Mathod	application require	d)	
COST DASIS ACCOUNT	any metrica		Regulated Investment	Companies (average cost eligible)
	Equities, B		Open-end	Closed-end mutual funds,
	& Option	ns	mutual funds	UITs, ETFs & Others
First in, First out	۲		۲	•
Last in, First out	0		0	0
High cost in, Firsl out	0		0	0
Minimum Tax	0		0	0
	N/A		0	0
Average Cost				
Average Cost Tax Certificatior				
Tax Certification	1	Sole Proprietor	O S-Corporation O LLC S-Corporation	@ Partnership O LLC Partnership
Tax Certification) O Indivíduali	tion		O LLC Partnership O Other
Tax Certification Tax Classification Under penalties of perju) O Individual O C-Corpora O LLC C-Cor Iry I certify tha	tion poration t:	OLLC S-Corporation OTrust/Estate	O LLC Partnership O Other O Tax Exempt Payee
Tax Certification Tax Classification Under penalties of perju	C Indivídual O C-Corpora O LLC C-Cor Iry I certify tha n on this agree	tion poration t:	OLLC S-Corporation OTrust/Estate	O LLC Partnership O Other
Tax Certification Tax Classification Under penalties of perju 1. The number shown be issued to me), a 2. I am not subject to notified by the Inte all interest and div 3. I am a U.S. citizen Certification Instruction backup withholding becau	O Individual O C-Corpora O LLC C-Cor ury I certify than o non this agree and b backup withher rinal Revenue ridends, or c.) or other U.S. p us: You must cr use you have fa	tion poration at: ement Is my correct solding because a.) Service (IRS) that I the IRS has notifie berson (as defined ross out item 2 abov iled to report all inte	O LLC S-Corporation O Trust/Estate It Taxpayer Identification Nur I am exempt from backup w I am subject to backup withh d me that I am no longer sub by IRS code). We if you have been notified by prest and dividends on your tax	O LLC Partnership O Other O Tax Exempt Payee mber (or I am waiting for a number to withholding, or b.) I have not been olding as a result of failure to report oject to backup withholding, and the IRS that you are currently subject to return. For real estate transactions, iter
Tax Certification Tax Classification Tax Classification Under penalties of perju 1. The number shown be issued to me), a 2. I am not subject to notified by the Inte all interest and div 3. I am a U.S. citizen Certification Instruction backup withholding becau	O Individual O Individual O C-Corpora O LLC C-Cor ury I certify that n on this agree and b backup withher ridends, or c.) or other U.S. p is: You must cr use you have far rigage interest rrangement (IR	tion poration at: ement Is my correct olding because a.) Service (IRS) that I the IRS has notifie berson (as defined ross out item 2 above illed to report all inte paid, acquisition or A), and generally, p	O LLC S-Corporation O Trust/Estate It Taxpayer Identification Nur I am exempt from backup w I am subject to backup withh d me that I am no longer sub by IRS code). We if you have been notified by prest and dividends on your tax abandonment of secured prope	O LLC Partnership O Other O Tax Exempt Payee mber (or I am waiting for a number to withholding, or b.) I have not been solding as a result of failure to report oject to backup withholding, and
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Tax Certification Tax Classification Tax Classification Under penalties of perju 1. The number shown be issued to me), a 2. I am not subject to notified by the Inte all interest and div 3. I am a U.S. citizen Certification Instruction backup withholding becau 2 does not apply. For mo an individual retirement a the agreement, but you m Capital Access I Type (Select one): O S Account Identification Information provided in 1 asked the following ques your VISA® Platinum c	O Individual O Individual O C-Corpora O LLC C-Cor Iny I certify that non this agree and b backup with thernal Revenue ridends, or c.) or other U.S. p is: You must cr ise you have far tgage interest trangement (IR bust provide you Details (Cor itandard O S on and Secu- this section will stion when you debit card. All	tion poration at: ement Is my correct colding because a.) Service (IRS) that I the IRS has notifie berson (as defined ross out item 2 above illed to report all inter paid, acquisition or A), and generally, p ar correct TIN. mplete this section Standard plus Rewar urity be used to protect call with inquiries ab	OLLC S-Corporation OTrust/Estate It Taxpayer Identification Nur I am exempt from backup with d me that I am no longer sub by IRS code). We if you have been notified by erest and dividends on your tax abandonment of secured proper ayments other than interest an <u>ontly if Capital Access Accound</u> ds O Premium O Premi- you and the assets held in you pout your account or for identif	O LLC Partnership O Other D Tax Exempt Payee mber (or I am waiting for a number to withholding, or b.) I have not been holding as a result of failure to report object to backup withholding, and the IRS that you are currently subject to return. For real estate transactions, iter erty, cancellation of debt, contributions to ad dividends, you are not required to sig unt is selected on Page 1.) um plus Rewards ur Capital Access Account. You may be ication when transacting purchases with

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-	2240
	2240
Account #	

Capital Access Details				
Account Card Holders (Listed on A	Account Registra	ition)		
Print Name (if different from Legal Name)		to a trateglar analysis		
	(maximum of 21 charac	ters, including spaces	3	
Print Name (if different from Legal Name)	(maximum of 21 charac	ters, including spaces		
Additional Card Holders (Card Hol For additional card holders not listed or Capital Access Account Agreement. I als Platinum debit card.	the account regist	ration: I understand ay authority <u>is limite</u>	and agree to the term ad to the use of the	s and conditions in t Capital Access VIS/
Print Name		SoSo	cial Security #	
Print Card Name (if different from above)				
	(maximum of 21 chara	cters, including space		
Authorized VISA® Platinum debit cardholder signat	ure		Date	
Print Name		So	cial Security #	
Print Card Name (if different from above)			,	
	(maximum of 21 chara	cters, including space	s)	
Authorized VISA® Platinum debit cardholder signat	ure		Date	
For Company or Trust				
Double Embossed (Optional)	21 characters, includir	angeogl		
Check Information	21 characters, includin	g spaces)		
Check Imprint:		Shipping Method		O Everano Deliver
(Information appears in upper left corner of	check)	O Regular	O First Class	O Express Deliver
			ays) (7-14 business day	
(maximum of 35 characters per line)		Additional charges charge for Regular	apply for First Class and Delivery.	ł Express shipping. N
		Alternate Shippin	ng Address:	
Check Type				
Check Design		City	State	Zip
Wallet, Private Design checks are provi Additional check types and designs ar additional fee and may be viewed at www.ha	e available for an	Country		
# of Checks Starting Chec	k #	Phone #		

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Account #

Accou	count Owner 1 Account (nt Owner 2	
Olam	● I am not	Olam	🗬 I am not	an associate person or related to an associate person within the Raymond James Financial Group. Specify to whom and relationship:
Olam	● I am not	Olam	I am not	an employee of or related to an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority (FINRA), or an officer of a bank, trust company, or insurance company. Employees/related person employer:
				in the position of:
O I am	● I am not	Olam	🗢 I am not	a director, corporate officer, or a 10% shareholder of a publicly traded company. Indicate the name of the company and relationship:
O You may	● You may not	O You may	🌢 You may not	disclose my name, address and security position to requesting companies in which I hold securities under rule 14b-1(c) of the Securities and Exchange Commission.

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in the Client Agreement and Raymond James Capital Access Account Agreement incorporated herein by this reference. I also recognize that this Agreement contains a predispute arbitration clause located on page 9, paragraph 5 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, N.A. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, N.A., are not guaranteed by Raymond James Bank, N.A., and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

, 1980 PT	Account Owner 3 Signature (if applicable)	Date
13.8.20	-	
Date	Account Owner 4 Signature (if apply able)	Date
Date	Branch Manager Signature	Date
12/13/10		12/13/13
	13.8.20 Date	13. 8. 7an Date Account Owner 4 Signature (if apply able) Date Branch Manager Signature



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ived Fas : dot 10 2012 4:1920 Ta	Station : GSI	D- DADE CUNEN I	<u>N </u>
JAN. 30. 2012 3:58PM RAYMOND JAMES		NO. 67	5 2.5
	Information	and Client	Agreement
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RAYMOND JAMES	w Accounts	01212	9503
& ACCOPTATES INC. SE	rvice Center	Form # Appen	
Armbeit New York Stock Exchange /SIFC Scan of	Fax 866-406-4235	33E 2	0C9 6420
O Open New Account & Update Existing Account			
Account Type and Registration		· · · · ·	
damagent	andard Account	O Direct Account	
Registration (Select one below)		and the second of the second of the	
	ЦС	O Trust	OIRA
O Joint (WROS) "Spartinership O	Unincorporated Assoc	O Estere	O Roth IRA
	UTMAVUGMA	O Guardianship	O SEP IRA
O Community Property O Corporation O	Qualified Plan	O 529 Plan	O Simple IRA
	. 11	O Other	
Margin Requested (Subject to Approval, Initials Required):	ONO OYES	Client Initials	Client Initials
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Account Information		1 4 1 4 1 1 4 1 1 4 1 1 1 1 1 1 1 1 1 1	
Complete Account Title:	Reletionship Link Nam	ne (Branch Use Only):	
Jay Peak Penthouse Suites LP	Related Accounts (Bra	men Line Onklik	
Jay Peak GP Services Inc	Tousand Appending (Crs	anen osle onight	
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at a first setting to a set it and a second at the second setting and		1 50	. 1
Account Owner 1 Information		to a to a	
		· · · · · ·	Tenants In Common
Jay Peak Penthouse Suites LP		· · · · · · · · · · · · · · · · · · ·	Tenanto In Common
Jay Peak Penthouse Suites LP First Name, Middle Initial, Last Name OR Entity Name (Trust. Corporation)		<u></u>	. %
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Jay Peak Penthouse Suites LP Filst Name, Middle Initial, Last Name OR Entity Name (Trust. Corporation) Citizanship Status (Select one below): O US Clizen O Resident Alien O US Clizen O Resident Alien 1985 S.3. # (535-55-55835) OR Tax ID # (53-5556555) O Driver's License # OR O Passport (D # (optional) Expiration Date 111 NE 1st Street , Floor 4	Maritat Required) O AM-DD-YYYY) E-ma Biste Niamī	Status (Select one belo Married O Single # Address #Country FI_	j % wj: 33132
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		Station :GST				,
JAN. 30. 2012 3:58PM	RAYMOND JAMES			NQ.	675 P.	6
					Account f	9503
Account Owner 2 Ir	formation					
Jay Peak GP Services inc					Tener	ts in Common %
First Name, Monte Initial, Last Na Giözanship Status (Select one be	ne OR Entity Name (Trust, Corporation)		d Shahar /S	Select one b	-lewi-	
	nt Alien D Non-Resident Alien (W-8			O Singli		
000000601						
8.6. # (555-55-5555) OR Tax ID #	(55-555555) Date of Birth (M	M-DD-YYYY) 5-m	al Address	s		
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Logal Address		City		Sta	nic Z	p
Nama of Engloyer	O Rotined O Unemployed	Occupation (most red	ent, if rev	ited)		
Home Phone Number	Cell Phone Number	· · · · · · · · · · · · · · · · · · ·	Work	Phone Num	bet	
Account Suitability						
Account Financial Infon	nation	Investment Ex	periena	:0		
Combined Annual Income	Gombined Net Worth	Provide your experien			wing investme	m types
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D \$100,001-S200,000	O \$100,001-\$250,000	Options/Futurez	0	4	0	0
0 \$200,001-\$500,000	C \$250,001-\$500,000	Mutual Funds	• •	4	0	0
0 \$600,001-\$1.000,000	0 \$500,001-\$1,000,000	Annusties	6	Ò	0	0
Over \$1,000.000	© \$1,000.001-\$5,000,000	Margin Trading	0	¢	0	0
riman Oblactive & Ans	ociated Risk Tolerance	Secondary Obje	ctive A	Associ	ted Risk	Tolerance
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	O IF-h	Speculation				O High
Speculation	O High	orbin-officiations				-

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Account Instructions	5 Please select one of the following options from each category below.
Securities & Stock Divide	
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O Direct Registration Service	O Raymond James Bank Deposit Program (RJBDP) with Olient Interest Program (CIP)
Cash Dividend	C Raymond James Bank Deposit Program (RJBDP)
Hold in Account	O Eagle Class - JPMorgan Prime Money Market Fund (Receipt of prospecture acknowledged)
O Mail Check to address of record	
C Hold Principal Mail Divideods / Interest	O Raymond James Bank, FSB with Check Writing (Won RPS approval only - Separate application required)
Cost Basis Accounting M	lethods
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Capital Access Details		
Additional Card Holders (Card Holder Only)		
For additional card holders not listed on the account Capital Access Account Agroement, I also understand Platinum debit card. Print Name	registration: I understand and agree that my authority <u>is limited</u> to the Social Secur	use of the Capital Access VISAN
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- JAN. 30.	2012 3:59PM	RAYMON) JAMES	NO. 675 P. 9
Cilent A	cknowledgn	ients and	Signatures	
Accou	nt Owner 1	Accou	nt Owner 2	
Oiam	Si am noi	Otam	O1 pm not	an associate person or related to an associate person within th Raymond James Financial Group. Specify to whom and relationship
Olam	ซ์ เ มา กอง	Olam	Qiam not	an employee of or related to an employee of any exchange or member firm of any exchange or member of the Financial Industu Regulatory Authority (FINRA), or an officer of a bank, knot company or insurance company. Employees/related person employer.
			,	in the position of:
Olam	di am not	Olam	OI am not	a cirector, corporate officer, or a 10% shareholder of a public traded company indicate the name of the company and relationship

By signing below, I acknowledge that I have received, read, understand, and agree to ablde by all the terms and conditions set forth in the Client Agreement incorporated herein by this reference. I also recognize that this Agreement contains a prodispute arbitration clause located on page 9, paragraph 4 and other provisions affecting my rights.

I have received the Client Agreement for my records.

Raymond James & Associates, Inc. is affiliated with Raymond James Bank, FSB, a federally chartered savings bank. Unless otherwise specified, products purchased from or held at Raymond James & Associates Inc., are not insured by the FDIC, are not deposits or other obligations of Raymond James Bank, FSB, are not guaranteed by Raymond James Bank, FSB, and are subject to investment risks, including possible loss of the principal invested.

The Internal Revenue Service does not require your consent to any provision of this document other then the certifications required to avoid backup withholding.

Account Office 3 Standard	120/	Account Owner 3 Signature (if applicable)	Date
Account Owner 2 Signature (1 applicable)	para	Account Owner 4 Signature (if applicable)	Date
	Date)/	Branch Manager Signature	Data 2/2/11



Page 5 of 13

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Dec 15 2010 2:22PM GSI DF	DADE COUNTY INC	
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12/16/2010 15:18 FAX 3055290046	RAYMONDJAHES	B 007/008
		Partnership Account
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RAYMOND JAMES	5ervice Center Fax 868-408-4235	3332 06D9 6420
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CREDIT AGREEMENT

This Credit Agreement dated as of this 1 day of October, 2010 is made by Jay Peak Hotel Suites LP referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Hotel Suites LP and in consideration of such credit Jay Peak Hotel Suites LP agrees with the Creditor as follows:

1. "Credit" means financial accommodation of any kind. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

2. Either before or after revocation of this Agreement and in such manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may after, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) of give Debtor(s) any recourse against Creditor.

3. Debtor(s) unconditionally promises to pay to Greditor or its order, in any coint or currency which at the time of payment is legal tender in the United States, any and every item of Indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to any margin balance or other indebtedness in account 60350726 of Debtor(s) with Creditor. Debtor(s)'s liability under his agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

4. In additional to all liens and rights of setoff which Creditor may have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening-their eccounts: Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of ts affiliates, numbered 54046370, 14294710, 60379503, and 14294772. Each such lien or right of setoff may be exercised with or without demand upon or

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be in addition to all rights, powers, and remedies given to Creditor by law.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of

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Debtor(s)'s obligations under the Agreement with respect to indebtedness

incurred pursuant to the Agreement. 12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in

collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or malled certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas. County, Florida.

Amount of Agreement, if limited:

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CREDIT AGREEMENT

This Credit Agreement dated as of this 10 day of February, 2011 is made by Jay Peak Hotel Suites LP referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Hotel Suites LP and in consideration of such credit Jay Peak Hotel Suites LP agrees with the Creditor as follows:

"Credit" means financial accommodation of any kind. 1. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

Either before or after revocation of this Agreement and in such 2. manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s), Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

Debtor(s) unconditionally promises to pay to Creditor or its 3. order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 60350726 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

In additional to all liens and rights of setoff which Creditor may 4. have against any property of Debtor(s) or of Debtor(s)s pursuant to the Customer Agreement Debtor(s) executed upon opening their accounts, Creditor shall have a general lien on and a right of setoff against all Debtor(s)'s property now or hereafter in the possession of or on deposit with Creditor including, but not limited to, all securities in Debtor(s)'s accounts with Raymond James or any of its affiliates, numbered 54069776, 60379503, 14294710, and 14294772. Each such lien or right of setoff may be exercised with or without demand upon or



notice to Debtor(s), shall continue in full force unless specifically waived or released by Creditor, in writing, and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

Creditor need not take any action against any other person, 5. firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

Until all Debtor(s)'s indebtedness has been paid in full, 6 Debtor(s) shall be bound by the terms to this agreement.

Debtor(s) hereby represents to Creditor that Debtor(s)'s 7. accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

Debtor(s)'s liability shall continue notwithstanding the 8. incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

All rights, powers, and remedies of Creditor under this 9. Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

The rights of Creditor are cumulative and shall not be 10. exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

This Agreement shall remain in full force until and unless 11. Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement.

12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

14. This Agreement shall inure to the benefit or Creditor, its successors and assigns, the assignees of any credit advanced, and shall bind Debtor(s)'s heirs, executors and administrators.

15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

16. All notices or other documents under this Agreement shall be in writing delivered personally or mailed certified mail, postage prepaid, addressed to the parties at their last known address.

17. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any action hereunder shall be Pinellas County, Florida.

Amount of Agreement, if limited:

dollars. N/A Jay Peak Hotel Suite I By: Ariel I Quiros

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CREDIT AGREEMENT

This Credit Agreement dated as of this 25 day of August, 2011 is made by Jay Peak Hotel Suites LP referred to as "Debtor(s)". Debtor(s) requests Raymond James & Associates, Inc., ("Creditor"), grant credit to Jay Peak Hotel Suites LP and in consideration of such credit Jay Peak Hotel Suites LP agrees with the Creditor as follows:

"Credit" means financial accommodation of any kind. 1. "Indebtedness" is used in its broadest sense and includes all obligations of Debtor(s), along or with others, incurred before or after the date of this Agreement, voluntarily or involuntarily, due or not due, absolute, inchoate, contingent, liquidated or unliquidated, and interest on each such obligation.

Either before or after revocation of this Agreement and in such 2. manner, on such terms, and for such times as it deems best and with or without notice to Debtor(s). Creditor may alter, compromise, accelerate, extend, or change the time or manner for the payment of any indebtedness, release or add any one or more guarantors or endorsers, accept additional or substituted security, or release or subordinate any security. No exercise or nonexercise by Creditor of any right given it, and no change, impairment, or suspension of any right or remedy of Creditor, shall in any way affect any of Debtor(s)'s obligations under this Agreement or any security furnished by Debtor(s) or give Debtor(s) any recourse against Creditor.

Debtor(s) unconditionally promises to pay to Creditor or its 3. order, in any coin or currency which at the time of payment is legal tender in the United States, any and every item of indebtedness and to perform each obligation of Debtor(s) when due including, but not limited to, any margin balance or other indebtedness in account 60350726 of Debtor(s) with Creditor. Debtor(s)'s liability under this agreement shall not exceed at any one time the principal amount set above Debtor(s)'s signature to this Agreement, interest on that amount, and the costs, attorneys' fees, and other expenses provided for in Paragraph 12 of this document. This limitation shall be applicable only if the amount of limitation is set above Debtor(s)'s signature.

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EXHIBIT WW

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without demand upon or notice to Debtor(s), shall continue in full force unless specifically waived or released by Creditor, in writing, and shall not be deemed waived by any conduct or Creditor, by any failure to exercise such right, or by any neglect or failure in so doing.

5. Creditor need not take any action against any other person, firm, or corporation or resort to any security held by it at any time before proceeding against Debtor(s) to satisfy Debtor(s)'s indebtedness.

6. Until all Debtor(s)'s indebtedness has been paid in full, Debtor(s) shall be bound by the terms to this agreement.

7. Debtor(s) hereby represents to Creditor that Debtor(s)'s accounts with Creditor, as identified in paragraph 4 of this Agreement, are free and clear of liens, security interests, or encumbrances, and Debtor(s) will not assign, sell, transfer, pledge, or grant a security interest in, encumber or otherwise dispose of any part or all of the assets in the accounts identified in paragraph 4, without the prior written consent of Creditor, except for the sale, purchase, or exchange from time to time of assets in said accounts in the ordinary course of business.

8. Debtor(s)'s liability shall continue notwithstanding the incapacity, death, or disability of any party to this agreement. The failure by Creditor to file or enforce a claim against the estate (either in administration, bankruptcy, or other proceeding) of Debtor(s) or of any other or others shall not affect Debtor(s)'s liability, nor shall Debtor(s) be released from liability if recovery from Debtor(s), any other guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. Debtor(s) waives and agrees not to assert or take advantage of the defense of the statue of limitations in any action under this Agreement or for the collection of any credit guaranteed by it.

9. All rights, powers, and remedies of Creditor under this Agreement and under any other agreement now or at any time hereafter in force between Creditor and Debtor(s) shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law.

10. The rights of Creditor are cumulative and shall not be exhausted by its exercise of any of its rights under this Agreement or otherwise against Debtor(s) or by any number of successive actions until and unless all indebtedness has been paid or performed and each of Debtor(s)'s obligations under this Agreement have been fully performed.

11. This Agreement shall remain in full force until and unless Debtor(s) delivers to Creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Such revocation shall not affect any of

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Debtor(s)'s obligations under the Agreement with respect to indebtedness incurred pursuant to the Agreement.

12. Debtor(s) agrees to pay to Creditor without demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness guaranteed by this instrument or in enforcing this Agreement.

13. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

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15. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

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Amount of Agreement, if limited:

Jay Peak Hetel Suite UP By: Ariel I Quiros

N/A

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EXHIBIT XX **Margin Loan Interest**

Summary of Activity-of Margin Loans I, II, III and IV for the Period of June 2008 through March 2014

Margin Loan #	Dates	Amount
I	6/2008 - 4/2009	\$ 181,748
II	6/2008 - 11/2010	\$ 185,216
III	2/2009 - 3/2012	\$ 1,421,471
IV	3/2012 - 3/2014	\$ 702,946
Total Ma	rgin Loan Interest	\$ 2,491,381

Total Margin Loan Interest	\$ 2,500,000

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Ex. YY

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EXHIBIT YY Fees for Phases Three Through Six

Phase III					
Date		Amount			
1/5/2012	\$	500,000			
2/2/2012	\$	2,296,07			
	Date 1/5/2012	Date 1/5/2012 \$			

	Phase IV	_	
Fee Type	Date		Amount
Management	1/5/2012	\$	4,326,400
Management	1/13/2012	\$	223,600
1.		1	
Condo	12/2/2011	\$	3,816,000
-			
Land Sale	9/23/2011	\$	4,500,000
			2
Total I	Phase IV Fees	\$	12,866,000

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	Phase V	_	
Fee Type	Date	-	Amount
Management	1/5/2012	\$	2,015,000
Management	1/13/2012	\$	608,700
Management	4/4/2012	\$	660,000
Management	5/3/2012	\$	1,000,000
Management	6/7/2012	\$	600,000
Land Sale	10/28/2011	\$	3,760,000

	Phase VI						
1	and the second		- 11				
Fee Type	Date		Amount				
Management	4/20/2012	\$	250,000				
Management	4/26/2012	\$	616,005				
Management	4/26/2012	\$	84,000				
Management	5/3/2012	\$	200,000				
Management	6/12/2012	\$	200,000				
Management	7/3/2012	\$	350,000				
Management	7/17/2012	\$	160,000				
Management	7/18/2012	\$	200,000				
Management	9/18/2012	\$	200,000				
Management	9/28/2012	\$	200,000				
Management	10/23/2012	\$	335,000				
Management	10/26/2012	\$	200,000				
Management	12/3/2012	\$	20,000				
Management	12/3/2012	\$	180,000				
Management	12/7/2012	\$	75,000				
Management	12/21/2012	\$	431,241				
Management	1/15/2013	\$	329,787				

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	EXHIBIT YY ases Three Th	roug	h Six
Pha	se VI (continue	ed)	
Management	1/23/2013	\$	100,000
Management	1/25/2013	\$	200,000
Management	2/4/2013	\$	100,000
Management	4/1/2013	\$	150,000
Management	4/29/2013	\$	475,000
Management	5/13/2013	\$	100,000
Management	6/18/2013	\$	105,000
Management	6/27/2013	\$	100,000
Management	8/1/2013	\$	115,000
Management	9/11/2013	\$	195,000
Management	11/5/2013	\$	134,000
Tax	2013	\$	1,974,238
Land Sale	3/7/2012	\$	2,460,000
Total I	Phase VI Fees	\$	10,239,271
	TOTAL	0	24 5 45 0 46
	TOTAL	\$	34,545,046

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eak		Amount	500,000	500,000	150,000	100,000	300,000	1,550,000		Amount	50.000	400,000	400,000			
- II In Addition to Investment Funds to Purchase Jay Peak	Phase I	Description	Check 1001 \$	Check 1041 \$	wire transfer from 16521205 \$	wire transfer from 16521221 \$	Check 1157 \$	Total Phase I Fees 8	Phase II	Descrintion	check 1019 \$	_	Transfer to Jay Peak Inc. \$		Phase II (continued)	6 I I I I I I I I I I I I I I I I I I I
Fees Phases I -		Date	7/28/2008	8/13/2008	9/25/2008	9/25/2008	12/23/2008			Date	1/30/2009	5/9/2011	5/19/2011	1		C100/L/C

SIIM		Total Phases I& II Fees	
000,666,01	0	1 0 tal F hases 1 & 11 Fees	
10,955,000	\$	Total Phases I& II Fees 8	
9,405,000	\$	Total Phase II Fees	
1,500,000	S	Transfer to Jay Peak Inc.	10/27/2010
1,500,000	\$	Transfer to Jay Peak Inc.	10/13/2010
1,000,000	S	Transfer to Jay Peak Inc.	8/18/2010
1,200,000	\$	Transfer to Jay Peak Inc.	7/22/2010
850,000	\$	Transfer to Jay Peak Inc.	7/1/2010
400,000	\$	Transfer to Jay Peak Inc.	10/20/2009
500,000	\$	Transfer to Jay Peak Inc.	9/30/2009
100,000	S	Transfer to Jay Peak Inc.	9/16/2009
500,000	\$	Transfer to Jay Peak Inc.	8/6/2009
300,000	\$	check 1055 \$	6/4/2009

Source and Use Of Investor Funds

35 LIMITED PARTNERSHIP UNITS OF \$5	500,000 EACH			
TOTAL INVESTOR FUNDS				\$17,500,000
USE OF FUNDS				
and the state of t	2,200	· · · · · · · · · · · · · · · · · · ·		
TOTAL # SUITES	57	<u></u>	lie i	
TOTAL # Shell Commercial		_ _ ;		
Space transferred to Saint	· ·	. 1		
	4,000			
Note: 57 Hotel Suites owned by LP Investors: A	All Commercial Space	owned by Jay P	eak Inc.	
(1) CONSTRUCTION COST	# S.F.	# S.F.	\$ S.F.	\$ COST
	and the second second		See note 1	
TOTAL CONSTRUCTION (S.F.)	<u>*****</u>	82,200	\$126.90	\$10,431,000
(2) FURNISHING & EQUIPMENT		_		
# SUITES	AVER	AGE COST PEF	RSUITE	
17 B Unit		\$18,000 ,	£	
27 One Bed	<i>.</i>	\$22,000 - ,	L .	
12 Two Bed		\$27,000	39 4 - 7	
1 Penthouse		\$35,000	•	
57			\$1,259,000	
OPERATING SYSTEMS EQUIPMENT	See note 2	a di se	\$300,000	\$1,559,000
		r	0000,000	\$1,000,000
(3) UTILITIES AND COMMON AREAS	See note 3	1 · · · ·		\$800,000
Bandward ward a band a start a start a start a start a start a start a start a start a start a start a start a		. " <u>-</u> 4		1.
(4) DEVELOPER FEES 15%	See note 4	14		\$1,918,500
1	÷.			
(5) CONTINGENCIES 5%	See note 5			\$639,500
PRE-OPENING & WORKING CAPITAL-	See note 5			\$352,000
TOTAL COST BEFORE LAND COST				\$15,700,000
LAND - NET COST TO LIMITED				
PARTNERSHIP See note 6	See L.P Agreemer	nt \$2,850,000	-\$1,050,000*	\$1,800,000
TOTAL COST OF PROJECT - PHASE 1	AT STATISTICS			\$17,500,000

See Notes to Table below: All square foot measurements are approximate.

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Jay Peak Hotel Suites L.P. Offering Memorandum © 2007-All Rights Reserved: Carroll & Scribner Attorneys at Law; Rapid USA Visas Inc. JPI 074111

Jay Peak Hotel Suites LP Sources and Uses of Investor Funds

Project Component	Project Cost per Business Plan	Actual Cost per Assets on LP Balance Sheet
Construction Cost	10,431,000	
Utilities and Common Areas	800,000	
Developer Fees	1,918,500	
Contingencies	639,500	
Pre-Opening Working Capital	352,000	
	14,141,000	18,554,029
Furnishings & Equipment	1,559,000	3,457,693
Purchase Price of Land	2,850,000	2,890,720
Less Transfer of Commercial Space	(1,050,000)	
	17,500,000	24,902,442

Completed projects funded by:

	\$ 25,000,000
Jay Peak Inc. or Affiliate	 7,500,000
35 EB-5 Investors	\$ 17,500,000

JPI 074110

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Section 2 | Phase II Business Plan

	STINATED AND PROJE	فيجاهدها والمتحد التقاد بمعقف سيناه الشفاعة		· · · · · · · · · · · · · · · · · · ·
		See Jay Peak Offering M	emotendum Phase B " "Forward i	Looking Statement
SOURCE OF FUNDS	SHIP INTERESTS; MINIMU	MINIESTMENT \$500 00		
OTALINVESTOR FUNDS				
(*):/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\				12,000,0
TOTAL PROJECT INVESTMENT				terre india
Water Pa	rk Hotel		livestor Funde	ay Peak Fund
USE OF FUNDS	Spa/Commercial		da triber al di	· ·
TOTAL GROSS # 60. FT 32402	171,089			
TOTAL #120 SUITES AVG:	111,514			
FOTAL # Shell Commercial Space.	22,017			
JNDERGROUND PARKING ADMIN CENTER UNIT	<u> </u>			
	10,000		feren einer statenben timmer met fin e	
lotes: Ownership Structures:				
20 Hotel Suites owned by LP Investors:			Market Barket	
Commercial Space, Grocery & Admin Center	owned and operated by Ja	ay Peakinc.		
Andilary Projects owned by Jay Peak Inc. lea	sed to investors rent free i	for 10 years		
el net operating profils to L.P. Investors				
HOTEL	Sq.ft	Cost sq fi		
NVESTOR FUNDS TOTAL CONSTRUCTION (S.F.)	171.089	\$181	\$30,857,108	
FURNISHING & EQUIPMENT	111,005	4101	\$3,855,000	
OPERATING SYSTEMS EQUIPMENT			\$350,000	
ADMIN CENTER & VERMONT DELI	15.000	\$140	\$2,100,000	\$1,575,0
			in the second second second second second second second second second second second second second second second	
COMMERCIAL BUILD OUT	25,000	\$150		\$3,250,0
IDIAL NOTEL			\$17,052,109	\$4,825,0
			faterie er mittene mer at ta	
ANCILLARY RESORT ACTIVITY PR	OJECTS		and an an an an an an an an an an an an an	
ANCILLARY RESORT ACTIVITY PR	OJECTS Sq.	ft Cost sq ft		
		•		
NATER PARK	Sq.	02 \$380	New York Commence	
ANCILLARY RESORT ACTIVITY PR NATER PARK 30LF CLUB HOUSE CE RINK ARENA	8q. 32,4	02 \$380 00 \$181	\$12319760	
NATER PARK 30LF CLUB HOUSE	Sq. 32,44 24,00 30,00	02 \$380 00 \$181 00 \$150	\$12,319,750 \$ 3 ,344,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER	Sq. 32,44 24,01 30,01 15,01	02 \$380 00 \$181 00 \$150 00 \$120	\$12312750 \$4344 (000 \$4,500 (000	
NATER PARK BOLF CLUB HOUSE CE RINK ARENA BOWLING CENTER Inde: Projects leased to Partnetship on up	Sq. 32,44 24,01 30,01 15,01	02 \$380 00 \$181 00 \$150 00 \$120	\$12312750 \$4344 (000 \$4,500 (000	
NATER PARK BOLF CLUB HOUSE CE RINK ARENA BOWLING CENTER Inde: Projects leased to Partnetship on up	Sq. 32,44 24,01 30,01 15,01	02 \$380 00 \$181 00 \$150 00 \$120	\$12,319,750 \$4,500,000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS	8q. 32,41 24,00 30,00 15,00 15,00 10 year term at nomi	02 \$380 00 \$181 00 \$150 00 \$120	512,318750 44,500,000 51,800,000 51,800,000 51,800,000	
NATER PARK 30LF CLUB HOUSE GE RINK ARENA 30WLING CENTER note: Projects leased to Partnership on up	8q. 32,41 24,00 30,00 15,00 15,00 10 year term at nomi	02 \$380 00 \$181 00 \$150 00 \$120	\$12,319,750 \$4,500,000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST	8q. 32,44 24,00 30,00 15,00 10 <u>year term at nom</u> 7S	02 \$380 00 \$181 00 \$150 00 \$120	512,318750 44,500,000 51,800,000 51,800,000 51,800,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partneiship on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST	8q. 32,44 24,01 30,01 15,01 16 <u>10 year teim at nomi</u> 7S R PARKING	02 \$380 00 \$181 00 \$150 00 \$120	\$12,319,750 44,000 44,000 51,800,000 51,800,000 51,800,000 51,800,000 51,800,000 50,000,885 50,000,885	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAL CONSTRUCTION MANAGEMENT SUPERVI	8q. 32,44 24,01 30,01 15,01 16 <u>10 year teim at nomi</u> 7S R PARKING	02 \$380 00 \$181 00 \$150 00 \$120	\$12,319,750 \$12,319,750 \$1,500,000 \$10,644,000 \$10,744,0000\$10,744,0000\$10,744,0000\$10,744,0000\$10,744,0000\$10,744	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,319,750 \$1,24(000 44,000,000 \$1,800,000 \$1,800,000 \$1,800,000 \$30,000,885 \$1,730,000 \$5,857,816	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,318750 34,500,000 44,500,000 31,800,000 31,800,000 350,000,885 31,730,000 35,187,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,750,197,750,197,750,197,750,197,750,100,100,100,100,100,100,100,100,100,1	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT SUB-TOTAL	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,219,750 \$1,24(000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$30,000,855 \$1,730,000 \$5,857,816 \$3,000,443	\$3,443,5
VATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partneiship on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST INILITIES AND COMMON AREAS AND CAN SONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES -	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,219,750 \$1,24(000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$2,800,845 \$1,730,000 \$5,957,816 \$3,000,845 \$3,000,845 \$1,730,297,128	\$3,443,5
VATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partneiship on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST INILITIES AND COMMON AREAS AND CAN SONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES -	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,318750 34,500,000 44,500,000 31,800,000 31,800,000 350,000,885 31,730,000 35,187,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,730 35,197,750,197,750,197,750,197,750,197,750,100,100,100,100,100,100,100,100,100,1	53,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAL CONSTRUCTION MANAGEMENT SUPERVI	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,219,750 \$1,24(000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$2,800,845 \$1,730,000 \$5,957,816 \$3,000,845 \$3,000,845 \$1,730,297,128	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAI INITILITIES AND CAI INITILITIES AND CAI INITILITIES AND CAI INITILITIES AND CAI	8q. 32,44 24,01 30,01 15,01 15,01 15,01 15,01 15,01 10 10 10 10 10 10 10 10 10 10 10 10 1	02 \$380 00 \$181 00 \$150 00 \$120	\$12,219,750 34,200,000 44,200,000 31,200,000 31,200,000 35,000,000 35,357,216 33,000,44,000 35,357,216 33,000,44,000 35,357,216 33,000,44,000 35,357,216 33,000,44,000 35,357,216 35,000,44,000 35,357,216 35,000,44,000 35,357,216 35,000,44,000 35,357,216 35,000,44,000 35,357,216 35,000,000 35,000,000,000 35,000,000,000,000,000,000,000,000,000,0	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST PRE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit)	8q. 32,44 24,00 30,00 15,00 15,00 15,00 7S R PARKONG SING 15% 5%	02 \$380 00 \$181 00 \$150 00 \$120 <u>Inal rent)</u>	\$12,219,750 \$1,24(000 44,000,000 -\$1,800,000 -\$1,800,000 \$1,730,000 \$2,97,000 \$3,000,445 \$3,000,455 \$3,000,445 \$3,000,445 \$3,000,445 \$3,000,445 \$3,000,445 \$3,000,445 \$3,000,445 \$3,000,455 \$3,00	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partneiship on up</u> TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$55,000 per unit) IET COST TO L.P.	Sq. 32,44 24,00 30,00 15,00 0 to 10 year term at nom/ 7S R PARKING SING 15% 5% 5%	02 \$380 00 \$181 00 \$150 00 \$120 <u>(nal rent)</u>	\$12,219,750 \$1,24(000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$30,002,835 \$1,730,000 \$5,957,916 \$3,000,443 \$70,257,128 \$500,000 \$5,000,000 \$5,000,000 \$5,000,000	\$3,443,5
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER hote: Projects leased to Partnership on up TOTAL ANCILLARY PROJECTS SUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) HET COST TO L.P. CONTRACT PURCHASE PRICE	Sq. 32,44 24,01 30,00 15,01 <u>10 Year term at nomi</u> 7S R PARIONG SING 15% 5% Cost per unit 65000	02 \$380 00 \$181 00 \$150 00 \$120 <u>(nal rent)</u>	512,219,750 31,244,000 41,800,000 51,800,000 51,800,000 50,003,855 51,730,000 55,957,916 53,000,443 570,257,128 5500,000 570,757,229 5500,000	
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST BUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) IET COST TO L.P. CONTRACT PURCHASE PRICE FULD CREDIT TO L.P. FOR	Sq. 32,44 24,00 30,00 15,00 15,00 15,00 75 75 75 75 75 75 75 75 75 75 75 75 75	02 \$380 00 \$181 00 \$150 00 \$120 <u>(nal rent)</u>	\$12,219,750 \$1,24(000 \$1,800,000 \$1,800,000 \$1,800,000 \$1,800,000 \$30,002,835 \$1,730,000 \$5,957,916 \$3,000,443 \$70,257,128 \$500,000 \$5,000,000 \$5,000,000 \$5,000,000	\$3,443,5
VATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER hoth: Projects leased to Partnership on up TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST ITILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- OTAL BUILD COST RE-OPENING & WORKING CAPITAL- OTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) ET COST TO L.P. ONTRACT PURCHASE PRICE UILD CREDIT TO L.P. FOR XTERIOR STRUCTURE OF JAY PEAK CO	Sq. 32,44 24,00 30,00 15,00 15,00 7S R PARIONG SING 15% 5% Cost per unit r unit 65000 30000 MMERCIAL SPACE	02 \$380 00 \$181 00 \$150 00 \$120 <u>(nal rent)</u> 77 500,000 120 \$7,800,000	\$12,219,750 \$1,244(000 \$4,500,000 \$1,004,000 \$1,004,000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,00000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,0000 \$1,730,00000000 \$1,730,0000000000000000000	\$3,600,0
NATER PARK BOLF CLUB HOUSE GE RINK ARENA BOWLING CENTER <u>note: Projects leased to Partnership on up</u> TOTAL ANCILLARY PROJECTS BUB-TOTAL PROJECT BUILD COST UTILITIES AND COMMON AREAS AND CAN CONSTRUCTION MANAGEMENT SUPERVI CONTINGENCIES - TOTAL BUILD COST RE-OPENING & WORKING CAPITAL- TOTAL COST BEFORE LAND COST AND - (GROSS \$65,000 per unit) HET COST TO L.P. CONTRACT PURCHASE PRICE	Sq. 32,44 24,00 30,00 15,00 5,00 15,00 15,00 75 75 75 75 75 75 75 75 75 75 75 75 75	02 \$380 00 \$181 00 \$150 00 \$120 <u>(nal rent)</u> Totals 120 \$7,800,000 120 \$3,600,000	512,3187,500 512,3187,500 51,300,000 51,800,000 51,800,000 51,7,30,000 53,957,916 53,000,845 570,257,128 570,257,128 5500,000 570,757,728 5500,000 570,757,728 5500,000 572,897,128	

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Section 2 | Penthouse Suites Business Plan

Overall Summ	ary			•	Investors:
	ject investors		· · · ·	•	65
	ment Funds from Investors	•			\$32,600,00
	ment Funds from Jay Peak Inc		· · ·		\$5,000,00
	ECT FUNDS			19. Jakens	\$37,500,00
	PENTHOUSE SUITES			1993 - 1993 - 1997	
		# Units	Sq ft	Cöst sq ft.	Totals \$
OINT'A	Hotels Penthouse Suites		2000 V	C.F.	\$16,468,00
UNTRAC	(est. sq. ft. includes common area			and a state part of the state of the	\$10,100,00
		,	Unit Cost		
	Fixtures & Fittings	65	\$39,500		\$2,172,50
					\$18,640,50
	Contractor Fee	15%			\$2,796,07
	Contingency	5%			\$932,02
	Sub-Total				\$22,368,60
	Sub-holai				VZZ, 309,00
•	Structural, Engineering, Utilities				\$1,450,00
• • • • • •	Spoolaren, Engineering, Stimues				
بعيدة والمتعلم			Unit Cost		
	Common Area Contribution	55	\$65,000		\$3,575,00
	Total				\$27,393,60
· · · · · · · · · · · · · · · · · · ·					
ONT'B	Mountain Learning Center	من من من من المن عن من من من المن ما و المن معمد المن من			
	Operations Center and Store.		5000 3000	350 375	\$1,750,00
	Café, Bar Bistro and Takeaway in Bicycles, Tools, Equipment, Tour		3000	3/5	\$1,125,00 \$875,00
	Shooting Clays - Build and Equipr				\$675,00
		i test hi			4015401
	Total				\$4,425,00
	Project Sub-total		· · · · · · · · · · · · · · · · · · ·		\$31,818,60
	Working Capital				\$681,40
NVESTOR PR	A LECT COST				\$32,500,00
UNDS FROM					
	EAND TOUR TRAILS			85 664 695	
VERASTRUCT	IRE, COMMON AREAS AND PAR	KING		\$5,000,000	\$5,000,00
					l

IMPORTANT NOTE: SEE RISK FACTORS: FORWARD LOOKING STATEMENTS

Construction Costs and build square footages are estimated, actual numbers will vary.

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Section 2 | Golf and Mountain Suites Business Plan

JAY PEAK

JAY PEAK GOLF AND MOUNTAIN SUITES L.P. 90 EB-5 INVESTORS \$45,000,000

Golf Cottages Complex, Wedding Chapel, Mountain Top Restaurant and TramsHaus Center \$55m Project Financed by \$45m from EB-5 Investors, \$10m from Jay Peak

OWNED BY LP.	n - Carlos - Carlos Area Areat	BUILDINGS	11.444	in to a	COST	TOTALS
GOLF COTTAGES: HONEYMOON	N COTTAGES (Duplex 2,200 sq ft each building)) 50		average 2 units per bldg)		
1100ft ² approx. each duplex pe	er building unit	Cost ft ²				
	1100 ft ²	\$175			\$9,625,000	
	1100 ft²	\$175			\$9,625,000	
Fit Out	\$20,000 per each res.unit	\$40,000			\$2,000,000	\$21,250,000
Infrastructure					\$1,500,000	\$1,500,000
で活動でいた。		and the second states	reactive		TOTAL	\$22,750,000
Construction Supervision Co	sts:	Based upon:		\$22,750,000		
Supervision				15%		\$3,412,500
Supervision Expenses				5%		\$1,137,500
a and the stanger				a. 化拉马尔拉	SUB-TOTAL	\$27,300,00
TRAM HAUS BUILDING OWN	ED BY JAY PEAK: PART LEASED TO L.P.	Cost ft ²	E.	5045 ·		-E**
Commercial First Floor:	15,000 ft ² commercial	\$180	1125	+ 15nt	\$2,700,000	- Come
Commercial Second Floor	15,000 ft ² commercial	\$180			\$2,700,000	\$5,400,000
OWNED BY JAY PEAK: LEAS	ED TO L.P.	Cost ft ²		123 -	and the second s	A STATE
WEDDING CHAPEL - 120 Pers	sons Canacity				ANTREAC E	
						04 005 000
120 Persons Capacity	5000 ft ²	\$365			-	\$1,825,000 \$850,000
Facilities and Build Out	·····································	A Providence of the		Arther Martine Re	SUB-TOTAL	\$2,675,000
OWNED BY JAY PEAK: LEAS	ED TO L.P	Cost ft2	10.5			(1) - 1 - A
MOUNTAIN TOP CAFÉ BAR S	SUNDECKS			and being	· · · · · · · · · · · · · · · · · · ·	
Square Feet	4500 ft ²	\$375				\$1,687,500
Fit Out						\$650,000
Groundworks and Utilities, Elev	ation Costs					\$1,700,000
And the second	7 September	Deltant.	34	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	TOTAL	\$4,037,500
		the state of the			SUB-TOTAL	¥≻≝ \$39,412,500
OTHER COSTS	4.23	Materia.		2001 - 0.44 M	12101	1.51
Parking, Access Roads, Draina	ge ,Groundworks and Infrastructure			e in anna an	en en internet	\$2,500,000
LAND	Units					
Golf Cottages - per building lot	50	\$90,000		\$4,500,000	\$2,700,000	\$1,800,000
Additional Parking, Pathways						\$900,000
Working Capital			-			\$387,500
the state was a second a second	UNDS			1. A TANGA A AMARAN	States and the second	\$45,000,000
Tram Area Upgrade	and the second second second second second second second second second second second second second second second					\$2,400,000
	DRAINAGE, WETLANDS ETC. AND WELCO	OME CENTER, GOLF	MINI M	ART. SKI LIFTS		\$7,600,000
FUNDS FROM JAY PEAK I	NC		C.t.m.m			\$10,000,000
TOTAL PROJECT INVI	ESTMENT FUNDS				an an an an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Ann Anna an Anna an	\$55,000,000
to the design of	ESTMENT FUNDS as, Inc. Naples FL : K Douglas Hulme FCCA Chart	tered Certified Accountant	nt Tel: 23	0.594.5400	10/20/2010	\$5

Report prepared by Rapid USA Visas, Inc. Naples FL : K Douglas Hulme FCCA Chartered Certified Accountant Tel: 239.594.5400 See Risk Factors "Forward looking Statements"

IMPORTANT NOTE: SEE RISK FACTORS: FORWARD LOOKING STATEMENTS

Construction Costs and build square footages are estimated, actual numbers will vary.

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JPI 030667

Case 1:16-cv-21301-DPG Document 66-8 Entered on FLSD Docket 04/25/2016 Page 6 of 8

Section 2 - Business Plan | Jay Peak Lodge and Townhouses L.P.



JAY PEAK LODGE & TOWNHOUSES L.P. 90 EB-5 INVESTORS \$45,000,000

Townhouses, Golf & Ski Coftages Complex, and Skier and Summer Services Lodge \$60m Project Financed by \$45m from EB-5 Investors, \$15m from Jay Peak

OWNED BY L.P.	1989 A	1.1	JNITS	-81. State - 4	COST	TOTALS
VACATION RENTAL TOWNHOUSES: Approx. 1,200	sq ft each unit, built in blocks of ten	units		Per Unit Block	Blocks	
ADJACENT TO SKI-SLOPES: ZONE I		Co	st Sq. ft.		3	
Block of three buildings: Total sq ft. each Bldg	1	3,530	\$230	\$3,111,900	\$3,111,900	
TOTAL SQ FT:	4	0,590	\$230			\$9,335,70
Fit Out/Furnishings	\$30,000 per each res.unit	\$	30,000	\$300,000	\$900,000	\$900,00
Infrastructure	\$200,000 each block (three block	cks)		\$200,000	\$600,000	\$600,00
1111年の1月1日の1月1日の1月1日の1日1日の1日1日の1日1日の1日1日	· · · · · · · · · · · · · · · · · · ·	相關的政治实际	31 一座用一层小	is with the first state of the	TOTAL	\$10,835;700
Construction Supervision Costs:	144 A 197	Based	upon:	\$10,835,700		
Supervision				15%		\$1,625,35
Supevision Exepenses	and the second se			5%		\$541,78
10 · · · · · · · · · · · · · · · · · · ·			ing territor		SUB-TOTAL	\$13,002,840
VACATION RENTAL COTTAGES: Approx. 1,100 sq ft	average each unit		26. JU	Total Living Units	80	
ADJACENT TO SKI-SLOPES AND GOLF COURSE: Z	ONE F	U	nit Cost			
11	00 sq ft	\$1	92,500		\$7,700,000	
11	00 sq ft	St	92,500		\$7,700,000	1000
Fit Out/Furnishings	\$25,000 per each res unit	\$	25,000		\$2,000,000	\$17,400,000
Infrastructure	\$15,000 Pad:		80	15000		\$1,200,000
and the second se	的中国人。由来进行和中国。 有关于	新語言の言語		Franklin and Shirt	TOTAL	\$18,600,000
Construction Supervision Costs:	and the second second second second	Based	upon:	\$18,600,000	$(z = z_{ij}) \in \mathbb{Z}_{2}$	観天
Management Fee				10%		\$1,860,000
Supervision Expenses				5%	i	\$930,000
は14月1日に、1月1日に、1月1日には、1月1日に		北市市市 市		山南市 二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	SUB-TOTAL	\$\$21,390,000
OWNED BY JAY PEAK: LEASED TO L.P.	A CONTRACTOR OF A CONTRACTOR OF	A ANIMA	and the second second	and the second states and	in a side second prove of the second	a kappen
SKIER AND SUMMER SERVICES CENTER WIT	H SKIER CAFÉ					
150 Persons Capacity 12,00	0 sqft	1	5240			\$2,880,000
Fit Out/Furnishings						\$870,000
PARKING GARAGE WITH TENNIS COURTS						\$2,200,000
Fixtures and Equipment						\$480,000
OWNED BY JAY PEAK:		1. S. 1. S.	1.2	and the second sec	12 AA4231	and the second second
AUDITORIUM						\$550,000
Fit Out/Furnishings						\$200,000
TOTAL ANCILLARY FACILITIES	and a statistic statistic the state	A REAL PROPERTY AND A REAL	·····································	and the state of t	av parent rates	\$7,180,000
		still the anew sets said				
OTHER COSTS:		and contrast and some	1000	Credit re: Parking (50%)	-\$1,340,000	
OTHER COSTS: LAND: Town Homes- per unit		30	\$32,000	Credit re: Parking (50%) \$960,000		
			\$32,000 \$35,000		\$960,000	\$2,420,000
LAND: Town Homes- per unit		30		\$960,000	\$960,000	\$2;420,000
LAND: Town Homes- per unit		30		\$960,000	\$960,000 \$2,800,000	\$2,420,000
LAND: Town Homes- per unit Golf Cottage pads		30		\$960,000	\$960,000 \$2,800,000	
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc.	Maladi Tang demokratikan and Ta	30		\$960,000	\$960,000 \$2,800,000	\$900,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital		30		\$960,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EB ² 5 INVESTMENT FUNDS		30		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EB ² 5 INVESTMENT FUNDS		30 80		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Cepital TOTAL OTHER COSTS TOTAL: EBIS INVESTMENT FUNDS UAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2	\$30	30 80 Manual Salas		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EBISINVESTMENT FUNDS UAY PEAK PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation	\$30	30 80		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EB ² 5 INVESTMENT FUNDS UAY/PEAK:PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper	\$3(\$2,00	30 80 9001000 000000		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000 \$300,000 \$2,000,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EB ² 5 INVESTMENT FUNDS UAY/PEAK:PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper Stateside Area	\$30 \$2,00 \$11,70	30 80 9001000 000 90000 90000		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000 \$300,000 \$2,000,000 \$11,700,000
LAND: Town Homes- per unit Golf Cottage pads PARKING, PATHWAYS etc. Working Capital TOTAL OTHER COSTS TOTAL: EB ² 5 INVESTMENT FUNDS UAY/PEAK:PROJECT CONTRIBUTIONS Access Rd: #2 Main Drainage and Storm Water Allocation RESORT SINGLE FAMILY TOWN HOMES: Upper	\$30 \$2,00 \$11,70	30 80 9001000000 90,000 90,000 90,000		\$960,000 \$1,800,000	\$960,000 \$2,800,000 \$3,760,000	\$900,000 \$107,160 \$3,427,160 \$45,000,000 \$300,000 \$2,000,000

Report prepared by Rapid USA Visas, Inc. Naples FL : K Douglas Hulme FCCA Chartered Certified Accountant Tel: 239.594.5400

5/9/2011

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JPI 000878

Section 2 - Business Plan | Jay Peak Hotel Suites Stateside L.P.

Stateside H	Totel, Cottages Complex, Guest Services F \$\$87m Project Financed by \$87m from EB-\$1nv	lecreation Cente	er and Medical Cen ey Peak	UC C	
OWNED BY LP.		UNITS	t Margaret Contractor	COST	TOTALS
ACATION RENTAL COTTAGES: Approx 1,100	sq ft average each unit	Cost Sq. ft.	otal Living Units	84	
	1100 sq It	\$185		\$6,547,000	
	1100 sq lt \$27,500 per each ros.unit	\$185 \$55,000		\$6,547,000 \$2,310,000	\$19,404.0
Fil Oul Unit Infrastructure	\$15,000 Pad;	84	15030	\$1,260,000	\$1,260.0 \$1,800,0
Juliities, Stormwater, Arch, Etc. Fues, Permits, Ro	Jads		NE DESCRIPTION	NO AN PROTAL	22 464 0
Construction Supervision Casts (1919		Besed upon:	S22;464:000 10%	a state of the second	\$2,246,4
Supervision Supervision Exopenses			5%		\$1.123.2
		的制度又是一种的		C SUB TOTAL	525,833,6
STATESIDE HOTEL SUITES		72000			
72,000 sq ft building on three floors (1 or 2 Buildings)	12 Units Studio Apartments oppra COO sq 8, unit	7200	300	\$2,160,000	
Residential Second Floor	36 Units Studio Apartments apprx 600 sq fl. unit	21600	300 300	\$6,489,000 \$6,480,000	
Residential Third Floor	36 Units Studio Apartments apprx 600 sq ti, unit	21600 50400	300	20,480,000	
	Common Areas	7200	245	\$1,764,000	
5	Indoor Swimming Pool and Leisure Area	3600 61200	385	\$1,386,000	
FILOUI CONTRACTOR OF THE REAL PROPERTY AND	Fixed condition and Endprine its as a second second	A CONTRACTOR OF THE OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER OWNER	1480000	\$2,520,000	\$20,790,0
Construction Supervision Costs:		Based upon:	\$20,790,000		\$3,118,5
Supervision			15% 5%		\$1,039.5
Supevision Expenses Sub-total					\$24,948,0
10800 sq f: commercial	Commercial Retail, Restaurant, and Services	10800	200	\$2,160,000	\$2,160,00
		uni (Solution	DIFLICOMPLIE	TOTAL	327,108,0
OWNED BY JAY PEAK: LEASED TO L.P.	Charles and the second	· <u>R.G. Stand</u>	Antin	13、11、1988年一年1月11	- Same
MEDICAL CENTER: Slage 1 Square Feet		5000	Cost Sq. ft.	\$295	\$1,475.0
Fit Out					\$600,0
Groundworks and Utilities					12,325 0
		12 Harden	Total - Marine -	And the second s	1 - Le millerer
GUEST RECREATIONAL SERVCES CENTER					the second second second second second second second second second second second second second second second s
		15000	Cost So. ft.	\$300	\$4,500.0
Square Feet		15000	Cost Sq. ft. Cost Sq. ft.	\$300 \$ 150	\$4,500,0 \$2,250,0
Square Feet Fit Out and recteational elements and units Groundworks and Utilities	NAMES AND DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A DESCRIPTION OF A				\$4,500,0 \$2,250,0 \$500,0
Square Feet Fit Out and recreational elements and units		-15000			\$4,500,0 \$2,250,0 \$500,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAICTS OTHER COSTS:			Cost Sq. ft.	\$ 150 	\$4,500,0 \$2,250,0 \$500,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAL TOTAL OTHER COSTS: LAND: Golf Collages - per duplex pad				\$ 150 \$1,000 \$2,520,000 \$2,100,000	\$4,500,0 \$2,250,0 \$500,0 \$500,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAICTS OTHER COSTS:		B4 \$30,000	Cost Sq. ft.	\$ 150 4 0014 4 \$2,520,000 \$2,100,000 -\$2,160,000	\$4,500,0 \$2,250,0 \$500,0 \$500,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTALY OTHER COSTS: LAND: Golf Collages - per duplex pad Hotel Sultes Bonaventure per unit Gredit for commercial ereas owned/operated i		B4 \$30,000	Cost Sq. ft.	\$ 150 4 0014 4 \$2,520,000 \$2,100,000 -\$2,160,000	\$4,500,0 \$2,250,0 \$500,0 \$7,260,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAL TO		B4 \$30,000	Cost Sq. ft.	\$ 150 \$2,520,000 \$2,100,000 \$2,160,000 \$2,460,000	\$4,500,(\$2,250,0 \$500,0 \$507,250,0 \$524,00,0 \$524,00,0 \$525,0 \$1,340,0 \$1,340,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAL OTHER COSTS: LAND: Golf Coltages - per duplex pad Hotel Suites Bonaventure per unit Credit for commercial areas owned/operated to Hotel infrastructure		B4 \$30,000	Cost Sq. ft.	\$ 150 \$2,520,000 \$2,100,000 \$2,160,000 \$2,460,000	\$4,500,(\$500,(\$500,(\$7/250/0 \$7/250/0 \$525,(\$525,(\$1)340,(\$158,(
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAL TOTAL OTHER COSTS: LAND: Golf Coltages - per duplex pad Hotel Suites Bonaventure per unit Credit for commercial areas owned/operated i Hotel infrastructure PARKING, PATHWAYS.etc. Working Cepitel SUB-TOTAL OTHER COSTS	by Jay Peak Inc.	B4 \$30,000	Cost Sq. ft.	\$ 150 \$2,520,000 \$2,100,000 \$2,160,000 \$2,460,000	\$4,500,0 \$2,250,0 \$500,0 \$7,260,0 \$7,260,0 \$525,0 \$525,0 \$1,340,0 \$159,0 \$4,483,4
Square Fee: FI Out and recreational elements and units Groundworks and Utilities TOTALY OTHER COSTS: LAND: Golf Collages - per duplex pad Hotel Suites Bonaventure per unit: Credit for commercial areas owned/operated i Hotel infrastructure PARKING, PATHWAYS etc. Working Cepital SUB-TOTAL OTHER COSTS NVESTOR/PRDJECT/COSTB	by Jay Peak Inc.	B4 \$30,000	Cost Sq. ft.	\$ 150 \$2,520,000 \$2,100,000 \$2,160,000 \$2,460,000	\$4,500,0 \$2,250,0 \$500,0 \$7,260,0 \$7,260,0 \$525,0 \$525,0 \$1,340,0 \$159,0 \$4,483,4
Square Fee: Fit Out and recreational elements and units Groundworks and Utilities TOTALY OTHER COSTS: LAND: Golf Coltages - per duplex pad Hotel Suites Bonaventure per unit: Credit for commercial ereas owned/operated i Hotel infrastructure PARKING, PATHWAYS.etc. Working Cepital SUB-TOTAL OTHER COSTS INVESTORPROJECT/COSTS UNVESTORPROJECT/COSTS	by Jay Peak Inc.	84 \$30,000 84 \$25,000	Cost Sq. ft.	\$ 150 408845 \$2,520,000 \$2,100,000 -\$2,160,000 \$2,460,000	\$4,500,0 \$500,0 \$500,0 \$7/250/0 \$2/380,0 \$525,0 \$1(340,0 \$158,0 \$4,483,4 \$67,00000 \$1(500,0
Square Fee: FI Out and recreational elements and units Groundworks and Utilities TOTALY OTHER COSTS: LAND: Golf Collages - per duplex pad Hotel Suites Bonaventure per unit: Credit for commercial areas owned/operated i Hotel infrastructure PARKING, PATHWAYS etc. Working Cepital SUB-TOTAL OTHER COSTS NVESTOR/PRDJECT/COSTB	by Jay Peak Inc.	84 \$30,000 84 \$25,000 74 \$25,000	Cost Sq. ft.	\$ 150 408845 \$2,520,000 \$2,100,000 -\$2,160,000 \$2,460,000	\$4.500.0 \$2,250.0 \$500.0 \$2,260.0 \$2,260.0 \$2,260.0 \$2,260.0 \$2,260.0 \$1,240.0 \$1,240.0 \$1,500.0 \$1,500.0 \$1,500.0 \$2,500.0
Square Fee: FI Out and recreational elements and units Groundworks and Utilities TOTAL'EN OTHER COSTS: LAND: Golf Collages - per duplex pad Hotel Suites Bonaventure per unit- Credit for commercial areas owned/operated i Hotel infrastructure PARKING, PATHWAYS etc. Working Cepital SUB-TOTAL OTHER COSTS NYEETOKERD/JECT/COSTS UNY/DEAK/PAD/JECT/COSTS UNY/DEAK/PAD/JECT/COSTS New Access Rd: #3 and #4 Main Drainage, Storm Water Allocation. Commarcial Areas Build out	by Jay Peak Inc.	84 \$30,000 84 \$25,000 84 \$25,000	Cost Sq. ft.	\$ 150 408845 \$2,520,000 \$2,100,000 -\$2,160,000 \$2,460,000	\$4.500.0 \$2,250.0 \$500.0 \$57,260,0 \$52,460.0 \$52,500.0 \$1,500.0 \$1,500.0 \$2,500.0 \$4,000,0
Square Feet Fit Out and recreational elements and units Groundworks and Utilities TOTAL TOTAL OTHER COSTS: LAND: Golf Coltages - per duplex pad Hotel Suites Bonaventure per unit Credit for commercial areas owned/operated i Hotel infrastructure PARKING, PATHWAYS etc. Working Cepital SUB-TOTAL OTHER COSTS INVESTOR PROJECT/COSTS INVESTOR PROJECT/COSTS INVESTOR PROJECT/COSTS INVESTOR PROJECT/CONTRIBUTIONS: 4544 Main Drainage, Storm Water Allocation.	by Jay Peak Inc.	B4 \$30,000 B4 \$25,000 B4 \$25,0000 B4 \$25,000 B4 \$25,0000 B4 \$25,0000 B4 \$25,0	Cost Sq. ft.	\$ 150 408845 \$2,520,000 \$2,100,000 -\$2,160,000 \$2,460,000	\$4,500,(\$2,250,(\$500,(\$500,(\$52,60,0 \$52,420,0 \$52,5,(\$1,340,0 \$1,340,0

See Disclamor Forward looking Statements"

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Section 2 Business Plan

clean rooms and manufacturing space, offices and conference space, and to attract and hire qualified individuals to work at the facility in Orleans County, Vermont. The projected use of the funds is detailed in the chart embedded below:

\$1	10m From EB-5 Investors and \$8m From AnC B	o Vermont, LLC	1	1	
	Iedical Device Distribution, Biomedical C \$118m Project Financed By				
	edical Research Facility, Medical Device				
	220- EB5 Investors \$110,000),000			
	Projected Sources and Uses o				

ournes s	YL.P.	and the		Square Cost Per	1	
Land		and an article and a second			\$	6,000,00
		$(2E_{1})^{2} = (2E_{1})^{2}$			Sugar Sugar and	
Biomedica	al Research Clean Rooms			Footage Su. Ft.		
Same Star	Construction Clean Rooms	and the second	A the State of the second	30,000 \$ 560	\$	16,800.00
	Construction Clean Rooms Support Areas	建建业性 化自然管理		15,000 \$ 140	\$	2,100,00
	Construction & Fit Out/Furniture	a tan ang ang ang ang ang ang ang ang ang a	and the second		\$	250,00
	Construction Manufacturing & Distribution Areas	A Street Street		15,000 \$ 175	5	2,625,00
1. 4.16	Construction Mechanical Floor		3-90 M (1993)	7,500 \$ 190	\$	1,425,00
	Construction & Fit Out/ Equipment			the strange with	<u>_</u> \$	40,035,37
				TOTAL CONSTRUCTION	5	63,235,37
				& FIT OUT COSTS		
Constructi	on Supervision Costs			Percent of Cost		
Gonsaloca	Supervision	Adda a sheet	Sector Sector	15%		9,485,30
	Supervision expenses	$(\mathcal{A}^{*}_{i},0) \to \mathcal{A}^{*}_{i},0$	2011年1月	5%		3,161,76
				SUB-TOTAL	\$	75,882,44
				1	1	+115
OWNED B	Y L.P. on & Marketing Rights					The W
Distributio	TPLS				5	2,500,00
- tit	Stem Cell Culture			5	5	2,500,00
100	C-Pak				5	4,000,00
all the	E-Liver	200		(100.00	1,000,00
A DECK	E-Liver				** C ***	1,000,00
NAT-						
${}^{**} \delta_{\mathbf{x}}^{2}$				SUB-TOTAL	\$	10,000,00
an Alexandra				SUB-TOTAL	<u>\$</u>	10,000,00
OTHER CC	STS			SUB-TOTAL		
OTHER CO	DSTS AV Design, Archilecture & Engineering	12		SUB-TOTAL	<u> </u> ;	2,100,00
				SUB-TOTAL		2,100,00 387,92
	Design, Architecture & Engineering			SUB-TOTAL	<u> </u> ;	2,100,00 387,92
dise .	Design, Architecture & Engineering Parking, Access Roads, Drainage, Infrastructure		e stati statisti statisti statisti statisti		\$ \$	2,100,00 387,92 15,629,63
	Design, Architecture & Engineering Parking, Access Roads, Drainage, Infrastructure Working Capital		and thilding Sa	SUB-TOTAL	\$ \$ \$	2,100,00 387,92 15,629,63 18,117,55
	Design, Architecture & Engineering Parking, Access Roads, Drainage, Infrastructure		re, Utilities, Sev	SUB-TOTAL wer, and Water	\$ \$ \$	2,100,00 387,92 15,629,63 18,117,55 8,000,00
	Design, Architecture & Engineering Parking, Access Roads, Drainage, Infrastructure Working Capital		re, Utilities Sev	SUB-TOTAL	\$ \$ \$	10,000,000 2,100,000 387,921 15,629,630 18,117,555 8,000,000

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