

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF VERMONT  
AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT  
AND  
SELDON CLEAN WATER PRODUCTS (ASIA) L.P.

This Memorandum of Understanding (“Agreement”) is made and entered into, by and between:

State of Vermont Agency of Commerce and Community Development, and its successors and assigns (“ACCD”), and

Seldon Clean Water Products (ASIA) L.P., a limited partnership organized under the laws of the State of Vermont, and its successors and assigns (“Seldon”).

WHEREAS

ACCD, a governmental unit of the State of Vermont, is charged with enhancing the Vermont business climate, marketing Vermont to businesses and investors, facilitating, promoting and creating commercial and business opportunities within Vermont to contribute to the economic viability of and benefit the growth of the state; and,

ACCD is an approved and designated Regional Center recognized by the U.S. Department of Homeland Security (“DHS”), U.S. Citizenship and Immigration Services (“USCIS”) in accordance with the Immigrant Investor Pilot Program pursuant to section 203(b)(5) of the Immigration and Nationality Act, as amended, the Departments of Commerce, Justice and State, the Judiciary, and Related Agencies Appropriations Act of 1993, Pub. L. No. 102-395, section 610, as amended, and all applicable regulations promulgated thereunder, (collectively, the “Pilot Program law”); and,

Initial designation as a Regional Center was made in a letter dated June 26, 1997, to Howard Dean, M.D., Governor of the State of Vermont from legacy U.S. Immigration and Naturalization Service (INS), informing him of the ACCD’s appointment as a Regional Center; reaffirmation of ACCD’s Regional Center was given by USCIS in a letter dated June 11, 2007 to Kevin L. Dorn, secretary of ACCD; and the ACCD Regional Center designation was amended and approved for EB-5 investment across a wider range of business sectors by USCIS in a letter dated October 6, 2009 to Kevin L. Dorn, secretary of ACCD; and,

Seldon is organized for the purpose of creating an EB-5, Alien Entrepreneur investment project within the ACCD Regional Center and managing and operating the investment project in conformance with 8 U.S.C. § 1153 (b)(5)(A) - (D); INA § 203 (b)(5)(A) - (D) of the Immigration & Nationality Act (the "Act") and the Pilot Program law; and,

Seldon has contracted with Carroll & Scribner, P.C., Attorneys-at-Law, for legal counsel regarding compliance with U.S. immigration and nationality law as it relates to EB-5, Alien Entrepreneur investment projects and to Regional Center Pilot Programs, and for the purpose of advising upon all transactional matters in connection with such a project; and,

ACCD, as the USCIS approved and designated Regional Center will formally designate an ACCD official, as having amongst his/her principal duties and responsibilities the ongoing coordination, oversight and liaison with respect to those activities of the Seldon commercial enterprise in the recruitment, assistance, and involvement of immigrant investors through the EB-5 program, and identifying said ACCD official to the USCIS in writing. Pursuant to its responsibilities and obligations as a USCIS approved and designated Regional Center within the Immigrant Investor Pilot Program, ACCD desires to obtain assistance in the planning and management of the Seldon EB-5, Alien Entrepreneur investment project within ACCD's Regional Center and to assure the project's compliance with U.S. immigration law and regulations concerning investments within a regional center in the EB-5 visa preference category and, thereby, to have greater assurance of its compliance with regional center requirements; and,

ACCD and Seldon desire an arrangement whereby Seldon with the on-going benefit of legal counsel will, together with the periodic concurrence of the ACCD's designated Regional Center monitoring official, will assist with the oversight, administration, management and overall compliance of the Seldon project with legal and regulatory requirements, and Seldon will formally report in writing not less than every three (3) months upon the activities of the project to ACCD and respond to any ongoing ACCD inquiries about the project and assist ACCD to comply with its obligations as a USCIS approved and designated regional center with respect to this project

NOW, THEREFORE, in consideration of the mutual agreements, and representations set forth herein, the parties agree as follows:

1. ACCD will promptly request that USCIS acknowledge ACCD's designation of Kevin L. Dorn, Secretary of the Agency of Commerce and Community Development as the principal representative of ACCD in its capacity as a Regional Center.
2. ACCD will promptly request that USCIS acknowledge ACCD's designation of John Kessler, General Counsel for the Agency of Commerce and Community Development and James Candido of the Agency of Commerce and Community Development as the principal administrators of the Regional Center.

3. ACCD will promptly request that USCIS acknowledge ACCD's designation of Seldon to assist in the management, administration and overall compliance of the Alien Entrepreneur project organized by Seldon within ACCD's Regional Center with U.S. immigration laws and regulations controlling the investment process and participation in a regional center, and to report upon the activities of the project to ACCD and respond to ACCD inquiries about the project and assist ACCD to comply with its obligations as a regional center with respect to this project;
4. Seldon will provide support to ACCD including, but not limited to, providing investment-related and supporting documentation to prospective investors, supplying economic analysis and modeling reports on direct and indirect job creation, defining investment opportunities within the Seldon project, and assisting ACCD to comply with relevant regulatory or administrative requirements in support of individual petitions filed with USCIS by immigrant investors affiliated with the Seldon project, such as providing area maps, valid unemployment data, general economic data and demographics concerning the geographic area covered by the Seldon project.
5. Seldon will further support ACCD's compliance with regional center requirements by providing on a quarterly basis formal written progress reports on its activities, overseas meetings and other relevant efforts within and outside the United States to promote investment in the Seldon project through the EB-5 Alien Entrepreneur Regional Center Pilot Program. The Quarterly reports will set forth for the preceding quarter and year-to-date the number of investors, the status of alien investor capital (in escrow, transfers from escrow to the limited partnership) and activity of the limited partnership in furtherance of the project. The reports will also contain information distinguishing Investor Petitions "in preparation", "filed with USCIS," "approved by USCIS," "denied by USCIS," or "filed with the USCIS office of Administrative Appeals."
6. Seldon will support the purpose and goals of ACCD's Regional Center by encouraging investment and employment creation within the Regional Center through marketing at emigration fairs and conferences with individual investors inside and outside the United States; maintaining a website to promote and describe the project; preparing a desirable business plan to encourage individual investments in the project within the Regional Center; establishing escrow accounts to assist orderly investment in the project; facilitating, on a fee basis, the preparation and submission of the I-526, Alien Entrepreneur petition and petitions for other immigration benefits to USCIS or the Department of State for individual investors; providing the primary entity and related entities to carry out the activities of the project; structuring the enterprise so that it creates requisite employment prior to the investors seeking removal of conditions; seeing to the timely completion and opening of the project; providing operating expertise and personnel to operate the project efficiently; and, if requested by individual investors, making referrals to advisors who may assist with issues arising from relocation by the investor and the investor's spouse and children to the United States.

7. Seldon agrees to promote investment in its project and to perform its obligations under this Agreement honestly, consistently and fairly in furtherance of its efforts to assist ACCD with the oversight and management of the Regional Center in connection with the Seldon project.
8. Seldon will act in an independent capacity and not as officers or employees of ACCD or the State of Vermont. Seldon shall indemnify, defend, and hold harmless ACCD, the State of Vermont and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of Seldon's acts and/or omissions performed under this Agreement.
9. This Agreement shall be governed by the laws of the State of Vermont.
10. This Agreement may be modified by written consent of the parties. This Agreement may not be cancelled except upon a material breach of its terms or a material misrepresentation by a party which remains uncured for more than fourteen (14) days after receipt of a Notice of Intent to Cancel that provides specific information justifying the cancellation.
11. ACCD will notify USCIS in writing within thirty (30) days of any change in the designation of the principal representative of ACCD or the principal administrator to ACCD or any significant change in or the termination of this Agreement with Seldon.
12. In the event of cancellation of this Agreement, ACCD will provide USCIS a clear explanation as to how services and responsibilities of Seldon hereunder will be performed, and by whom, without interruption to the functioning of the Regional Center in connection with the Seldon project or any affected alien investor in the Seldon project.
13. Notices given hereunder shall be in writing and delivered by courier or by U.S. mail to:

For ACCD:

The ACCD Secretary or ACCD General Counsel  
National Life Building, Drawer 20  
Montpelier, VT 05620-0501

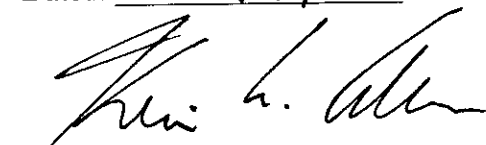
For Seldon:

Alan G. Cummings  
Chairman and CEO  
Seldon Management, Inc., General Partner of Seldon Clean Water Products  
(Asia), LP  
Windsor, VT 05089

The parties have executed this Agreement in duplicate originals as of the date of their signatures affixed below.

**State of Vermont Agency of Commerce  
and Community Development**

Dated: 10-19-09




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Kevin L. Dorn, Secretary

**Seldon Clean Water Products (Asia) L.P.**

Dated: \_\_\_\_\_



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Alan G. Cummings, Chairman and CEO  
Seldon Management, Inc.

Duly Authorized Agent of, General Partner Seldon Clean Water Products (Asia), LP