



**PRIVATE OFFERING MEMORANDUM**

**BRIGHT GREEN GROUP OF COMPANIES INC.  
C/O BRIGHT GREEN REGIONAL CENTER, LLC.**

**SERIES AA INVESTOR SHARES**

MEMORANDUM NO. \_\_\_\_\_

DATED September 27, 2016  
39209 6 Mile Rd., Suite 180  
Livonia MI 48152

# PRIVATE OFFERING MEMORANDUM

## **10,000,000 SERIES AA INVESTOR SHARES OF BRIGHT GREEN GROUP OF COMPANIES INC.**

Securities, described herein:	10,000,000 SERIES AA INVESTOR SHARES (the “SHARES”)
Share Purchase (Minimum):	80,000 (SHARES)
Share Price:	\$10.00 USD
Maximum Offering:	\$100,000,000
Minimum Offering:	\$100,000,000
EB-5 Investment:	\$800,000....80, 000 shares
Administrative Fee:	\$14,000

**\*THE EB-5 COMPLIANT PURCHASER’S 80,000 SERIES AA INVESTOR SHARES AS DESCRIBED IN THIS MEMORANDUM SHALL BE HELD BY THE ESCROW AGENT UNTIL ALL IMMIGRATION OBLIGATIONS ARE MET PRIOR TO RELEASE OF SHARES FOR THE BENEFIT OF OWNERSHIP. IT IS FURTHER UNDERSTOOD THAT THIS INVESTMENT IS AT RISK DURING THE ENTIRE PERIOD SPECIFIED, ONCE THE RESTRICTED PERIOD IS COMPLETE THE SHARE VALUE MAY BE LOWER OR HIGHER DEPENDING ON THE SKILLS OF THE MANAGEMENT AND ACCEPTANCE OF THE PRODUCTS MARKETED.**

### **CORPORATE STRUCTURE AND THE EXPRESS ACCEPTANCE OF THE MEMORANDUM.**

**BRIGHT GREEN GROUP OF COMPANIES INC.** (the “Company”), a New Mexico Domestic Profit Corporation, incorporated on April 22, 2015, the purpose of this corporation is to wholly own and hold specific subsidiary corporations located in New Mexico such as,

**BRIGHT GREEN GROW INNOVATIONS, LLC.** (the “Operating Company”) a New Mexico Domestic LLC company, organized on December 2, 2015 the single member is owned by the parent corporation **BRIGHT GREEN GROUP OF COMPANIES INC.** the purpose is to hold the real estate, operate, invest and expand the innovated plant operations.

**BRIGHT GREEN REGIONAL CENTER, LLC.** (the “Agency”) a New Mexico domestic LLC company, organized on December 2, 2015 the single member is the EB-5 service agency for **BRIGHT GREEN GROUP OF COMPANIES INC.** and its subsidiaries.

*SUBSEQUENT TO THIS PRIVATE PLACEMENT MEMORANDUM THE COMPANIES ARE NEWLY FORMED CORPORATIONS OR ORGANIZATIONS FOR THE PURPOSE OF REVAMPING, AUTOMATING AND REOPENING THE EXISTING FACILITY AND EXPANDING THE OPERATIONS FOR INTENSE PHARACUTICAL GRADE AGRICULTURE, EXTRACTING OILS FROM ANCIENT LEGAL MEDICINAL NORTH AMERICAN AND CHINESE PLANT VARIETIES.*

**BRIGHT GREEN REGIONAL CENTER, LLC. Is the EB-5 approved agency that will facilitate the investment in BRIGHT GREEN GROUP OF COMPANIES INC. “EQUITY BY SHARE PURCHASE”.**

A Regional Center is an organization designated by United States Citizenship and Immigration Services (USCIS) that will sponsor as an agency the capital investment project for investment by EB-5 Investors. Investing in the EB-5 program has specific additional requirements that must be understood and followed carefully to ensure the EB-5 Investor’s expectations are fully developed and met, as described below.

This Offering Memorandum is furnished by the Company solely for use by qualified accredited investors in evaluating the offering described herein (the “Offering”). All subscription funds once verified and expressly accepted by the Regional Center’s oversight committee will be paid to BRIGHT GREEN GROUP OF COMPANIES INC. and delivered to BOYNTON LAW OFFICE (see escrow agreement) in Albuquerque New Mexico.

*\*(Investment in this corporation is at risk from an operational standard, predicated on the overall operations, construction or until all immigration issues are resolved and time restrictions are extinguished. An exit strategy for the investor will be developed at that time. This project is not affiliated with any State or United States Federal Government Agency)*

**PLEASE READ CAREFULLY, UPON ACCEPTANCE OF THIS MEMORANDUM.**

**CONSIDERATION TO INVEST AND PURCHASE EQUITY IN THIS COMPANY BY THE PURCHASE OF SHARES THE POTENTIAL INVESTOR MUST BE FULLY ADVISED AND UNDERSTAND THE EB-5 PROGRAM AS IT APPLIES TO THIS INVESTMENT.**

**INVESTMENT IN ANY BUSINESSES INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. SEE “RISK FACTORS” BELOW FOR THE RISK FACTORS THAT MANAGEMENT BELIEVES PRESENT THE MOST SUBSTANTIAL RISKS TO AN INVESTOR IN THIS OFFERING.**

**INVESTMENT IN THIS COMPANY WILL HAVE RESTRICTIONS IMPOSED BY USCIS THAT ADMINISTERS THE IMMIGRANT INVESTOR PROGRAM, ALSO KNOWN AS “EB-5,” CREATED BY CONGRESS IN 1990 TO STIMULATE THE U.S. ECONOMY THROUGH JOB CREATION AND CAPITAL INVESTMENT BY FOREIGN INVESTORS.**

**IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED OR APPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THESE AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”) OR ANY OTHER APPLICABLE LAW OR APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES ADMINISTRATOR. THE SEC DOES NOT PASS UPON THE MERITS OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR SELLING LITERATURE. THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION; HOWEVER, THE SEC HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.**

*The information in this Offering Memorandum is furnished on a confidential basis exclusively for your use and retention and by accepting this Offering Memorandum you agree not to transmit, reproduce or make available to any other person (other than your legal, tax, accounting and other advisers) all or any part of this Offering Memorandum without the BRIGHT GREEN REGIONAL CENTER, LLC. Express written permission of the Manager.*

*The company and agency to ensure strict compliance with the EB=5 program and to ensure lawful compliance of all laws of the Investor’s country and both State and U.S. Federal laws engage and hire professional people to protect both the company and shareholders.*

*These professionals as a duty act within the law and do not engage in facilitating as an agent for commission for the sale of this corporation’s stock.*

*The professional team does charge fees for immigration legal services, agency fees to cover operating costs of the Private Placement functions and Escrow Agents. These costs and fees do not represent, express or imply for advice or function of selling securities, interests or SHARES of the company. They have no opinion on these matters other than their mandate is to comply with all laws, rules and regulations for the expressed benefit of the program..*

NAME OF OFFEREE: \_\_\_\_\_

MEMORANDUM NO.: \_\_\_\_\_

Contact LYNN STOCKWELL at [lynns@brightgreeninc.com](mailto:lynns@brightgreeninc.com) with questions or for more information.

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Initial

**TABLE OF CONTENTS**

	<b>Page</b>
1. COVER PAGE-----	POM 1
2. EXPRESS ACCEPTANCE OF THE MEMORANDUM OFFERING -----	POM 2-3
3. SECURITIES DISCLOSURES.....	POM 5-6
4. SUMMARY OF OFFERING TERMS.....	POM 7-9
5. EB-5 IMMIGRATION DISCLOSURES AND RISK FACTORS -----	POM 10-12
6. RISK FACTORS-----	POM 13-16
7. CAPITAL REQUIREMENTS -----	POM 17-21
8. CAPITALIZATION-----	POM 20-21
9. SUBSCRIPTION AGREEMENT-----	POM 22-34
10. BRIGHT GREEN REGIONAL CENTER, LLC. SUITABILITY QUESTIONERS-----	POM 35-37
11. ESCROW AGREEMENT-----	POM 40-42
12. COMPLIANCE LIST INCLUDED IN EB5 INVESTOR’S I-526 PETITION-----	POM 43-45
13. LYNN STOCKWELL SHARE HOLDINGS AND DISCLOSURE-----	POM 46
14. I-526 PROCESSING FLOW CHART-----	POM 47

**EXHIBIT LIST UPON REQUEST**

**EXHIBIT A (CORPORATE CHART DIAGRAM)**

**INCLUDING**

- 1) INCORPORATION DOCUMENTS FOR, BRIGHT GREEN GROUP OF COMPANIES INC.**
- 2) ORGANIZATION DOCUMENTS FOR, BRIGHT GREEN REGIONAL CENTER, LLC.**
- 3) ORGANIZATION DOCUMENTS FOR, BRIGHT GREEN GROW INNOVATIONS, LLC.**
- 4) OPENING BALANCE SHEETS**

**EXHIBIT B**

**OPERATING AGREEMENTS**

**EXHIBIT C**

**PROFESSIONALS (RETAINERS, AGREEMENTS)**

**EXHIBIT D**

**REGIONAL CENTER BUSINESS PLAN**

**EXHIBIT E**

**BRIGHT GREEN GROW INNOVATIONS BUSINESS PLAN**

**EXHIBIT F**

**EB-5 ECONOMIC ANALYSIS OF THE BRIGHT GREEN PROJECT (JOBS CREATION IMPACT DATA SOURCE)**

**EXHIBIT G**

**FEASIBILITY STUDY ( WERT- BERATER, INC.)**

**EXHIBIT H**

**M.O.U. BETWEEN, PUEBLO OF ACOMA AND BRIGHT GREEN GROUP OF COMPANIES. AND THE ACCEPTANCE OF THE BRIGHT GREEN GROUP OF COMPANIES BUSINESS PLAN AND FEASIBILITY STUDY AS A CONDITION OF THE LEASE**

## SECURITIES DISCLOSURE NOTICES

THE CEO, MANAGER AND OVERSIGHT COMMITTEE OF THE REGIONAL CENTER RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUBSCRIPTION TO PURCHASE SHARES. THE COMMITTEE IN THEIR SOLE DISCRETION SHALL DETERMINE THE SOURCE OF THE INVESTOR'S LEGALLY OBTAIN FUNDS AS REQUIRED TO QUALIFY.. THE COMMITTEE MAINTAINS THAT RIGHT UNTIL CLOSING IN ADDITION TO THE ESCROW PERIOD FOR RESTRICTED SHARES. FOR AN INVESTOR TO BE CONSIDERED HE OR SHE MUST BE AN ACCREDITED INVESTOR AS DEFINED HEREUNDER AND EXPRESSED PROOF THAT THE SOURCE OF THE FUNDS USED FOR THE INVESTMENT OF THE SHARE PURCHASE MEETS THE HIGH STANDARD IMPLIED BY THE PROPONENTS OF THIS PLAN.

THIS OFFERING WILL CONTINUE UNTIL TERMINATED BY THE BRIGHT GREEN GROUP, WHICH MAY BE BEFORE SUBSCRIPTIONS FOR ANY OFFERING HAS BEEN RAISED.

THIS OFFERING MEMORANDUM IS AN OFFER ONLY TO THE OFFEREE NAMED ON THE COVER PAGE, AND ONLY IF DELIVERY OF THIS OFFERING MEMORANDUM WAS MADE BY, OR AUTHORIZED BY, THE ISSUER.

THIS OFFERING MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS BASED ON THE OWNERS EXPERIENCE AND EXPECTATIONS ABOUT THE COMPANY'S BUSINESS PLAN. THOSE STATEMENTS ARE SOMETIMES INDICATED BY WORDS SUCH AS "EXPECTS," "BELIEVES," "SEEKS," "MAY," "INTENDS," "ATTEMPTS," "WILL" AND SIMILAR EXPRESSIONS. SUCH FORWARD-LOOKING STATEMENTS ARE NOT GUARANTIES OF FUTURE PERFORMANCE AND ARE SUBJECT TO MANY RISKS, UNCERTAINTIES AND ASSUMPTIONS THAT ARE DIFFICULT TO PREDICT. THEREFORE, ACTUAL RETURNS COULD DIFFER MATERIALLY AND ADVERSELY FROM THOSE EXPRESSED OR IMPLIED IN ANY FORWARD-LOOKING STATEMENTS AS A RESULT OF VARIOUS FACTORS. THE SECTION ENTITLED "RISK FACTORS" IN THIS OFFERING MEMORANDUM DISCUSSES SOME OF THE IMPORTANT RISK FACTORS THAT MAY AFFECT THE COMPANY'S RETURNS. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THOSE RISKS, IN ADDITION TO OTHER INFORMATION IN THIS OFFERING MEMORANDUM, BEFORE DECIDING WHETHER TO INVEST IN THE COMPANY. NEITHER THE MANAGER NOR THE COMPANY UNDERTAKES ANY OBLIGATION TO REVISE OR UPDATE ANY FORWARD-LOOKING STATEMENT FOR ANY REASON.

THIS IS A PRIVATE OFFERING AND IS AVAILABLE ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" AS DEFINED IN REGULATION D PROMULGATED UNDER THE ACT. EACH SUCH INVESTOR MUST, EITHER ALONE OR TOGETHER WITH A PURCHASER REPRESENTATIVE THAT IS NOT COMPENSATED BY OR AFFILIATED WITH THE COMPANY OR THE MANAGER, HAVE SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT SUCH INVESTOR IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT. NO OFFER IS BEING MADE HEREBY TO ANY PERSON WHO HAS NOT FURNISHED TO THE MANAGER COMPLETED AND SIGNED SUBSCRIPTION MATERIALS ATTACHED AS EXHIBITS TO THIS OFFERING MEMORANDUM, AND WHO IS NOT SHOWN BY SUCH INFORMATION TO MEET THE SUITABILITY STANDARDS FOR THIS OFFERING.

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE ACT, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS, AND ARE OFFERED IN RELIANCE ON EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION IN SECTION 4(2) OF AND REGULATION D UNDER SUCH ACT AND SIMILAR PROVISIONS OF SUCH STATE LAWS. A PURCHASER OF SHARES MUST CONTINUE TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD BECAUSE THE SHARES HAVE NOT BEEN SO REGISTERED OR QUALIFIED AND ARE SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO SUCH ACT AND SUCH STATE LAWS AND OTHERWISE. SHARES CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION ARE AVAILABLE AND CERTAIN CONDITIONS ARE MET. NO MARKET FOR SHARES CAN BE EXPECTED TO DEVELOP. DO NOT CONSIDER INVESTING IF YOU ARE NOT FINANCIALLY SOPHISTICATED AND CAPABLE OF EVALUATING THE MERITS AND RISKS OF THE INVESTMENT, EITHER ON YOUR OWN OR WITH THE ASSISTANCE OF YOUR FINANCIAL ADVISOR.

NO ONE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS ABOUT THE ISSUER OR THE SECURITIES, OTHER THAN THOSE REPRESENTATIONS MADE IN THIS OFFERING MEMORANDUM. THEREFORE, DO NOT CONSIDER ANY INFORMATION WHICH HAS BEEN DESCRIBED TO YOU ORALLY. PLEASE MAKE SURE THAT YOU INVEST SOLELY ON THE BASIS OF THE INFORMATION IN THIS OFFERING MEMORANDUM. THIS OFFERING MEMORANDUM IS NOT LEGAL, TAX OR FINANCIAL ADVICE. PLEASE CONSULT YOUR OWN PROFESSIONAL ADVISORS AS TO THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THIS INVESTMENT AND AS TO YOUR SUITABILITY FOR THIS INVESTMENT.

INVESTORS IN THIS OFFERING WILL INVEST A SPECIFIC AMOUNT AND RECEIVE A PROPORTIONATELY SMALLER INTEREST OF THE COMPANY THAN THE CURRENT OWNER (LYNN STOCKWELL).

THE CEO LYNN STOCKWELL, OR MANAGER WILL RESPOND TO ANY QUESTIONS YOU OR YOUR ADVISERS MAY HAVE CONCERNING THIS OFFERING AND WILL MAKE AVAILABLE FOR EXAMINATION BY YOU OR YOUR ADVISORS SUCH RECORDS AND FILES IN ITS POSSESSION AS MAY BE PERTINENT TO YOUR DECISION WHETHER TO INVEST IN SHARES.

THE TERMS AND CONDITIONS OF THIS OFFERING, THE RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS ON SHARES AND THE RIGHTS AND LIABILITIES OF THE OWNER ARE IDENTIFIED IN THE SUBSCRIPTION AGREEMENT BETWEEN EACH SHAREHOLDER AND THE COMPANY, THE FORMS OF WHICH ARE INCLUDED AS EXHIBITS HERETO, AND THE DESCRIPTION OF ANY OF SUCH MATTERS IN THE TEXT OF THIS OFFERING MEMORANDUM IS SUBJECT TO AND QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH EXHIBITS.

THE OFFEREE, BY ACCEPTING DELIVERY OF THIS OFFERING MEMORANDUM, AGREES TO RETURN IT AND ALL RELATED DOCUMENTS TO THE MANAGEMENT IF THE OFFEREE DOES NOT SUBSCRIBE FOR SHARES. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THESE SECURITIES IN ANY STATE TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION IN SUCH STATE.

#### **NOTICE TO RESIDENTS OF ALL STATES**

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND APPLICABLE STATE LAWS. THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND APPLICABLE STATE LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

#### **FOR CHINESE PROSPECTIVE SHAREHOLDERS**

NO INVITATION TO OFFER FOR, OR OFFER FOR, OR SALE OF, THE SECURITIES SHALL BE MADE TO THE PUBLIC IN CHINA OR BY ANY MEANS THAT WOULD BE DEEMED PUBLIC UNDER THE LAWS OF CHINA. THE OFFER OF SECURITIES IS PERSONAL TO THE INVESTOR TO WHOM THIS MEMORANDUM HAS BEEN ADDRESSED BY THE FUND. BUSINESS ENTITIES INCORPORATED UNDER THE LAWS OF CHINA (EXCLUDING FOREIGN INVESTMENT BUSINESS ENTITIES) SHALL APPLY FOR APPROVAL FROM THE CHINESE GOVERNMENT AUTHORITIES BEFORE PURCHASING THE SECURITIES. FURTHERMORE, ALL BUSINESS ENTITIES INCORPORATED UNDER THE LAWS OF CHINA AND CHINESE CITIZENS RESIDING IN CHINA SHALL OBTAIN THE PRIOR APPROVAL FROM THE CHINESE FOREIGN EXCHANGE AUTHORITY BEFORE PURCHASING THE SECURITIES.

## SUMMARY OF OFFERING TERMS

The following is only a summary of certain of the information contained in this Offering Memorandum and is qualified in its entirety by reference to this Offering Memorandum, including the Exhibits hereto.

**The Holding Company**                    **BRIGHT GREEN GROUP OF COMPANIES INC.** a New Mexico Domestic Profit corporation formed on April 22, 2015.

**The Operating Company**            **BRIGHT GREEN GROW INNOVATIONS, LLC.** a New Mexico Domestic LLC corporation formed on December 2, 2015

**EB-5 Regional Center Designation**      The Project is sponsored by **BRIGHT GREEN REGIONAL CENTER, LLC.** (The "**Regional Center**"), a New Mexico Domestic Profit corporation. Located in Grants New Mexico. The Regional Center is a regional center authorized by USCIS under the EB-5 Immigrant Investor Pilot Program ("**EB-5 Pilot Program**") to establish and solicit investment from foreign investors under the EB-5 Pilot Program ("**Agency**"). The Project is a qualifying investment under the EB-5 Pilot Program. The geographic scope of the Regional Center is the City of Grants, Acoma Pueblo, County of Cibola and five other connecting counties (the "**Regional Center Territory**"). Paul Mastronardi, CPA is the Manager of the Regional Center. The Regional Center operates with a four person oversight committee to ensure strict compliance. Agency is sometimes used interchangeable with Regional Center.

**REGIONAL CENTER Regional Center Working Capital**      .  
Bright Green Group Of Companies Inc. will inject \$200,000 for operations and to ensure the Regional Center has advertising funds March/April 2016

**The Project**                                    The project is to revamp and automate the existing high tech greenhouse facility from vegetables to legal medicinal plants. The expansion includes a high tech fully automated 66 acre facility with harvest and manufacturing capabilities.

**Important Overview Update**      **WWW BRIGHTGREENGROUP.COM**

**The EB-5 Investment**                    \$800,000 (the "**Capital Contribution**")

**Use of Proceeds**                            The proceeds will be used to construct the new facility, automate and revamp the existing facility located in Grants, New Mexico or as an alternate site Interstate 40 Exit 102 north (section D} Acoma Federal Lands.

**Administrative Fee**                        An Administrative Fee to pay for and reimburse the Regional Center, the Manager, Offering Expenses, including additional legal, accounting and administration expenses, and advertising related to this Offering. (Not to exceed \$14,000)

**Escrow of Fees**                            All Capital Contributions will be held in escrow pursuant to the Escrow Agreement attached hereto as (THE ESCROW AGREEMENT). Fees will be distributed to the Company from escrow once both the fees and capital contribution are deposited

**Investor Qualification**

The Offering is being made by the Company and will continue until it is terminated at the Management's discretion. This Offering is made pursuant to an exemption from registration provided by Section 4(2) of the Act, Regulation D promulgated thereunder, and exemptions available under applicable state securities laws and regulations. Persons desiring to invest in the Units ("**Investors**") will be required to represent and warrant to the Company's oversight committee that they qualify as an Accredited Investor, as defined by the Act, and to other matters described in the Subscription Agreement (ATTACHED HERETO AS THE SUBSCRIPTION AGREEMENT) to purchase Shares.

**Capital Accounts**

Each Capital Contribution is credited to corporation's balance sheet reflecting the total value of stock that shareholders have directly purchased from the issuing corporation Bright Green Group Of Companies Inc. As of the date of this Offering Memorandum there is only one class of SHARES, SERIES AA INVESTOR SHARES. Lynn Stockwell capitalized the corporation with cash and property and the corporation has authorized the take back shares as compensation and the transactions are reflected in the corporations opening financial statements.

**Distributions**

The Company determines in its sole discretion the amount, if any, timing and form of any distributions of profits by the Company. Available Cash Flow, if any, will first be distributed to shareholders in accordance with their Percentage Interests. Distributions in liquidation of the Company, if any, will be distributed first to pay any creditors, then to shareholders in accordance with each shareholder, Capital Contribution in an amount up to each Shareholder's Adjusted Capital Contribution, and the balance, if any, will be distributed equally according to the shareholders holdings in the corporation.

The Company shall not make a distribution (i) if after such distribution liabilities of the Company; exceed the fair value of the assets of the Company, (ii) to EB-5 Shareholders, other than distributions from Available Cash Flow, prior to the fifth anniversary date of the EB-5 investor's admission as a shareholder of the Company. After the fifth anniversary date of the EB-5 admission as a shareholder of the Company, the foregoing restriction shall no longer apply, (iii) to the extent such distribution is prohibited under the Act.

The rules and regulations governing the EB-5 Pilot Program prohibit the sale of an EB-5 investor's investment prior to the end of the fifth year after the investment is made. See "EB-5 Immigration Disclosures and Risk Factors" and "Risk Factors".

**Commissions and Fees**

The Company may pay one or more brokers, investment advisors, finders or other parties commissions or other fees in connection with the sale of shares pursuant to this Offering. Any such commissions or other fees paid to any party in connection with the sale of Units pursuant to this Offering shall not be paid out of the proceeds of Capital Contributions of EB-5 Shareholder. The Company intends to pay such commission from proceeds of the Administrative Fee.

**Tax Risks**

Investment in the Company involves substantial tax risks. Although the primary motive of investors should be for long-term appreciation, state and federal legislatures and tax authorities may alter and change the permissible deductions that may be taken with respect to the Project and its income, and may change the tax rates to less favorable rates. In addition, the state and federal tax authorities may be more likely to audit taxpayers with higher incomes or partnership income or loss. Since Investors generally fall into this category, the Company also has an increased risk of being audited. Such an examination could result in adjustments to items that are related to the Company. Investors may incur legal or other professional expenses in connection with such audit or the adjustments resulting from such audit. The Company has not obtained a legal opinion or ruling from any tax authority regarding any tax aspects of the Project, the Company or its business. The tax risks include, without limitation, the



following: (i) Changes in federal income tax laws; (ii) Company status; (iii) Taxable income in excess of distributions; (iv) Allocation of tax items among Shareholders; (v) Allocation of purchase price; (vi) Company termination; (vii) At risk limitations; (viii) Risk of audit; (ix) Profit objective; and (x) Limitations on passive losses. This tax discussion is not tax advice to Investors. Each Investor is advised to consult with his or her own tax advisor regarding the tax consequences of investing in the Company. See “Risk Factors” below.

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## EB-5 IMMIGRATION DISCLOSURES

### OVERVIEW POLICIES

The U.S. Congress created the employment-based fifth preference (“**EB-5**”) immigrant visa category in 1990 for immigrants who invest in and manage U.S. commercial enterprises that benefit the U.S. economy. Each investment needs to create or save at least 10 full-time jobs for U.S. workers.

The minimum amount required to invest is \$1 million, although that amount is reduced to \$500,000 if the investment is made in a high unemployment area or qualifying rural region (“**Targeted Employment Area**” or “**TEA**”). The Company has received confirmation that the City of Grants, Acoma Pueblo and Cibola County qualify as a “Targeted Employment Area”

To stimulate interest in the EB-5 program, in 1992 the U.S. Congress enacted an EB-5 Regional Center Pilot Program (“**Pilot Program**”). The Pilot Program allows public and private entities to apply to the U.S. Citizenship and Immigration Services (“**USCIS**”) for regional center designation.

A description of the requirements and processes of the Pilot Program are based on information obtained by the Company from third parties who the Company believes are reliable. However, there can be no assurance that such information is accurate or current or that it includes all of the risks relating to U.S. immigration laws or the Pilot Program (as defined below). See “Risk Factors” below.

### ***IMPORTANT REVALANT INFORMATION TO CONSIDER, CONSERNING INVESTMENT***

***Investors in this Offering who have subscribed for SHARES with the intention of applying for a U.S. green card through investment in the Company should be aware of certain risk factors relating to immigration to the United States and the Pilot Program and its administration. An Investor who purchases SHARES with the intention of obtaining a conditional and permanent green card is encouraged, along with his or her advisors, to make his or her own independent review of the Pilot Program and the various immigration risk factors relating to the process in obtaining a conditional and permanent residency status to determine if an investment in the SHARES is a suitable approach for him/her.***

***General Immigration Risks.*** Congress and/or USCIS may change the law, regulations, or interpretations of the law, including the Pilot Program, without notice and in a manner that may be detrimental to an Investor and/or the Company. Investors who obtain conditional or permanent residence status must intend to make the United States their primary residence. Permanent residents who continue to live abroad risk revocation of their conditional or permanent residence status. The process of obtaining conditional and permanent resident status involves numerous factors and circumstances which are not within the control of the Company. These include an Immigrant Investor's history and quotas established by the United States government limiting the number of immigrant visas available to qualified individuals seeking conditional or permanent resident status under the Pilot Program.

***Regional Center Designation.*** Bright Green Regional Center, LLC. was designated as a regional center by the USCIS to participate in the Pilot Program on [ , 2016 ]. Accordingly, the Regional Center has limited experience in administering a regional center pursuant to the requirements of the Pilot Program, which could lead to delays for investors in the process of obtaining a conditional or permanent green card.

***Regional Center Expiration.*** The expiration date for all regional centers, including the Regional Center sponsoring this project, is currently [ , 2016 ]. It is believed that the U.S. Congress will extend the Pilot Program, however, there can be no assurance that the Pilot Program's term will be extended or that applications submitted before the Pilot Program's termination will be adjudicated by the USCIS.

***Use of Immigration Attorney and Processing Time.*** The filing of an I-526 Petition by an Investor with the USCIS will be filed by R.K KITSON LAW a qualified U.S. immigration attorney. This law office has been selected as the exclusive investor's Immigration Attorney and is familiar with the project and EB-5 program. As of the date of this document, the USCIS is taking approximately six months to approve (or deny) an I-526 Petition. It is impossible to predict USCIS processing times. Once approved, the case will be either forwarded to the U.S. State Department's National Visa Center and then to a U.S. Consulate selected by the Investor for processing or, if the Investor is already in the U.S., the Investor may adjust his or her status to that of conditional permanent resident. It may, however, take an additional six months or longer for a U.S. Consulate to process the I-526 Petition, or for the USCIS to adjust an Investor's status, and issue a conditional green card. Investors should not physically move to the United States until their visa has been issued.

**Commercial Enterprise.** The Regional Center’s proposed activity is to develop qualifying investments for foreign investors under the Pilot Program within the Regional Center Territory, which investments are intended to generate ten or more direct and indirect full-time jobs for each foreign investor, in businesses in the following industries: High Tech Farming, Power Generation Manufacturing. based upon independent economic analysis commissioned by the Company and required as part of its application for designation as a regional center under the Pilot Program, the Company believes that investment in the SHARES will qualify as a qualifying investment in a Regional Center required by the Pilot Program. See “Risk Factors” below.

**Job Creation**

This analysis estimates that the Project will create a total of approximately 2,800 direct and indirect jobs. Each Investor in the Company who will petition for permanent residency in the U.S. under the EB-5 Pilot Program and based on investments in this Offering must demonstrate that the Project created at least 10 direct or indirect jobs in order to qualify for permanent residency status under the EB-5 Pilot Program.

**Status**

USCIS requires proof of direct and indirect employment as part of the removal of conditions required for obtaining permanent residency status. The preliminary economic analysis commissioned by the Company for purposes of obtaining designation as a regional center by the USCIS under the EB-5 Pilot Program is based upon the Company’s proposed activity, the amount of capital that will be spent in the local economy and general assumptions regarding the national economy, the regional economy of Regional Center Territory, and other circumstances of this Project. This analysis estimates that the Project will create a total of approximately 2,800 direct and indirect jobs. There is no assurance that the preliminary economic analysis or the assumptions upon which it is based are accurate or that actual number of direct employees and indirect job creation will be close to the number predicted in such analysis. Depending upon the disparity there may be insufficient employment to remove conditional visa status, resulting in a delay or denial of permanent residency for any Investor.

**Proving Lawful Source of Funds.** As part of the I-526 Petition, an Investor must present to the USCIS clear documentary evidence of the source of the funds invested and that the funds belong to the Investor. Generally, the Investor can satisfy the source of funds requirements by submitting documents showing that he or she has a level of income from legal sources that would yield sufficient funds for the investment. The USCIS generally requires copies of income tax returns to satisfy the source of funds requirement. For Investors who do not have such records, there may be other records that can be provided to the USCIS by an Investor to demonstrate that the investment funds came from legal sources. All such matters regarding the Investor’s I-526 Petition should be discussed with his or her immigration counsel.

**Policymaking Position.** The Pilot Program requires an Investor to hold a policymaking or management position within the Company. The Company believes that each Investor, as a limited liability company member, is provided with the powers and duties under the Operating Agreement sufficient to meet the USCIS requirement that an Immigrant Investor is actively participating in policymaking or management of a new commercial enterprise.

**At-Risk Investment.** An Investor’s investment must be at risk to qualify for the Pilot Program. As part of the green card application, an Investor must show evidence that he or she has placed the required amount of capital at risk for the purpose of generating a return on the capital placed at risk. The Company believes that an investment in the SHARES will place an Investor’s investment in the Company at risk because there is no assurance that the business of the Company will be able to return any Investor’s investments in the SHARES at any time, or ever. Purchase of SHARES does not guarantee conditional or permanent residency in the United States. Furthermore, no assurance can be given that conditions to residency under the Pilot Program will be removed. 8 CFR 204.6(j)(2) requires that the I-526 petition must be accompanied by evidence

**THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND CONCERNING WHETHER AN INVESTMENT IN THE COMPANY WILL MEET THE REQUIREMENTS OF THE PILOT PROGRAM OR OTHER U.S. IMMIGRATION REQUIREMENTS. NO ASSURANCES CAN BE GIVEN THAT AN INVESTMENT IN THE COMPANY WILL RESULT IN ANY INVESTOR RECEIVING A VISA OR CONDITIONAL OR PERMANENT RESIDENT STATUS UNLESS THE INVESTOR’S I-526 IS PREAPPROVED.**

## NATIONALITY AND IMMIGRATION ACT § 212.

**Admissible to the U.S.:** Foreign persons applying for a U.S. green card must demonstrate that they are admissible to the U.S. Section 212 of the Nationality and Immigration Act sets forth various grounds of inadmissibility, which may prevent an otherwise eligible applicant from receiving a green card or entering the U.S. Foreign individuals who are ineligible to receive a green card or be admitted to the U.S. include but are not limited to an individual who (1) is determined to have a communicable disease of public health significance, which shall include infection with the etiologic agent for acquired immune deficiency syndrome; (2) is determined to have a physical or mental disorder and behavior associated with the disorder that may pose, or has posed, a threat to the property, safety, or welfare of the individual or others; (3) is determined to have had a physical or mental disorder and a history of behavior associated with the disorder, which behavior has posed a threat to the property, safety, or welfare of the individual or others and which behavior is likely to recur or to lead to other harmful behavior; (4) is determined to be a drug abuser or addict; (5) has been convicted of, or who admits having committed, or who admits committing acts which constitute the essential elements of a crime involving moral turpitude (other than a purely political offense), or a violation of (or a conspiracy or attempt to violate) any law or regulation of a State, the United States, or a foreign country relating to a controlled substance; (6) has been convicted of 2 or more offenses (other than purely political offenses), regardless of whether the conviction was in a single trial or whether the offenses arose from a single scheme of misconduct and regardless of whether the offenses involved moral turpitude, for which the aggregate sentences to confinement were 5 years or more; (7) is or has been an illicit trafficker in any controlled substance or in any listed chemical (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)), or is or has been a knowing aider, abettor, assister, conspirator, or colluder with others in the illicit trafficking in any such controlled or listed substance or chemical, or endeavored to do so; (8) is the spouse, son, or daughter of an alien inadmissible under clause (7) and has, within the previous 5 years, obtained any financial or other benefit from the illicit activity of that alien, and knew or reasonably should have known that the financial or other benefit was the product of such illicit activity; (9) is coming to the U.S. solely, principally, or incidentally to engage in prostitution, or has engaged in prostitution within 10 years of the date of application for a visa, admission, or adjustment of status; (10) directly or indirectly procures or attempts to procure, or (within 10 years of the date of application for a visa, admission, or adjustment of status) procured or attempted to procure or to import, prostitutes or persons for the purpose of prostitution, or receives or (within such 10 year period) received, in whole or in part, the proceeds of prostitution; (11) is coming to the United States to engage in any other unlawful commercialized vice, whether or not related to prostitution; (12) has committed in the U.S. a serious criminal offense, regardless of whether such offense was prosecuted as a result of diplomatic immunity; (13) is excludable from the U.S. on grounds relating to national security, related grounds or terrorist activities; (14) is excludable from the U.S. on grounds relating to foreign policy; (15) is or has been a member of or affiliated with the Communist or any other totalitarian party or who has participated in Nazi prosecutions or genocide; (16) is likely to become a public charge at any time after entry; (17) by fraud or willfully misrepresenting a material fact, seeks to procure (or has sought to procure or has procured) a visa, other documentation, or admission into the U.S.; (18) illegally entered into the U.S., or (19) has at any time knowingly encouraged, induced, assisted, abetted, or aided any other alien to enter or to try to enter the U.S. in violation of the law.

### ADDITIONAL RISK FACTORS

**AN INVESTMENT IN THE COMPANY HAS CERTAIN ELEMENTS OF RISK DIFFERENT FROM AND/OR GREATER THAN THOSE ASSOCIATED WITH OTHER INVESTMENTS. THE HIGHER DEGREE OF RISK MAKES AN INVESTMENT IN THE COMPANY SUITABLE ONLY FOR INVESTORS (i) WHO HAVE A CONTINUING LEVEL OF ANNUAL INCOME AND A SUBSTANTIAL NET WORTH, (ii) WHO CAN AFFORD TO BEAR THOSE RISKS, (iii) WHO HAVE PREVIOUSLY MADE INVESTMENTS OF THE NATURE AND RISK OF THIS OFFERING AND, (iv) WHO HAVE NO NEED FOR LIQUIDITY FROM THESE INVESTMENTS. EACH INVESTOR SHOULD CONSIDER CAREFULLY THE RISK FACTORS ASSOCIATED WITH THIS INVESTMENT, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING, AND SHOULD CONSULT HIS OR HER OWN LEGAL, TAX AND FINANCIAL ADVISORS WITH RESPECT THERETO. INVESTORS UNABLE OR UNWILLING TO ASSUME THE FOLLOWING RISKS, AMONG OTHERS, MUST NOT CONSIDER AN INVESTMENT IN THE COMPANY.**

***EB-5 Immigrant Investor Pilot Program Risks.*** Investors in this Offering who have subscribed for SHARES with the intention of applying for approval of an I-526 Petition through the EB-5 Pilot Program should be aware of certain risk factors involving the EB-5 Pilot Program and its administration. A description of the risks below are based on information obtained by the Company from third parties who the Company believes are reliable. However, there can be no assurance that such information is accurate or current or that it includes all of the risks relating to the EB-5 Pilot Program for such investors. The Company and the Regional Center have no experience administering the EB-5 Pilot Program, which could

lead to delays for investors in the process of obtaining a conditional or permanent green card. In addition, investors will be charged a nonrefundable Administrative Fee of \$14,000 by the Company in connection with review of investor applications and expenses incurred in conducting this Offering. If an Investor's I-526 Petition is denied by the USCIS the investor will not receive a refund of any part of the Administrative Fee and will not be refunded any legal fees or costs associated with the I-526 application.

***Lack of Operating History.*** The Company is being formed for the specific purpose of building a very high tech complicated greenhouse production facility and manufacturing operation for legal plants with medicinal value. The context of this Offering Memorandum including financial projections are based primarily on the corporations own knowledge and its experience, which have not been verified.

***Financial Projections.*** Since the Company has no operating history and is newly incorporated, the balance sheet is based on Lynn Stockwell's direct investment. The income statement is based on only projections of actual operations of the Company. The Pro Forma Financial Projections included in the Offering Memorandum business plan, are based upon what the Company believes to be reasonable assumptions concerning certain factors affecting the probable future operations of the Company. No assurances can be made that these Projections will prove to be accurate, and Investors are cautioned against placing excessive reliance on such projections in deciding whether to invest in the Company. In particular, construction, fuel and capital costs are very volatile and may cause the Company to seek additional capital or alternative forms of capital which could result in a dilution of an Investor's ownership interest in the Company.

***General Risks of Real Estate and Ownership of an ongoing Business Enterprise.*** The Company's investment in the Property will be subject to the risks generally incident to the ownership of real property, including, without limitation, the following: uncertainty of cash flow to meet fixed obligations; adverse changes in general or local economic conditions; relative appeal of particular types of properties to lenders and investors; reduction in the cost of operating competing properties; decrease in employment, the possible need for unanticipated renovations; adverse changes in interest rates and availability of funds; changes in real estate tax rates and other operating expenses; changes in governmental rules concerning legal medicinal plants and fiscal policies, acts of God, including earthquakes, which may cause uninsured losses; environmental risks; condemnation of the property and other factors which are beyond the control of the Company and the Manager. Liquidation or dissolution of the Company may be delayed until all purchase money loans which the Company may extend to a buyer of the Property is repaid or sold. Increases in operating expenses, among other factors, could result in the Company's inability to meet all its cash obligations. Any decrease in income received by the Company may reduce and possibly eliminate the amount of cash available for distribution to investors, since operating expenses, such as property taxes, utility costs, maintenance, and insurance are unlikely to decrease significantly, and other expenses such as advertising and promotion may increase. If the income from operation of the production and manufacture of legal medicinal plants is not sufficient to meet operating expenses and/or debt service, the Company may have to dispose of the Property on disadvantageous terms in order to raise needed funds.

***Leverage and Other Factors Relating to Financing.*** Although the Company has no plans to finance this Project primarily through debt, emergent circumstances may make additional borrowing necessary and change the Company's reliance on debt to finance this Project. The use of secured indebtedness to finance a portion of the purchase price of the greenhouse real estate and/or operating costs is referred to as leveraging. Leveraging increases the risk of loss of the Company's equity investment if and to the extent the Property declines in value. In addition, to the extent cash flow from a leveraged investment is not sufficient to pay debt service cash from other sources will be required. Unless the Property generates such cash, the Company will be required to raise additional equity investment or to borrow additional funds for such purpose, and there can be no assurance that such equity investment or such loans will be available on favorable terms or at all. In such event, the Company may be required to sell the Property on disadvantageous terms, or mortgages or deeds of trust securing Company's debt may be foreclosed and the Property sold by the lender to repay Company's debt.

***Future Market Value of the Property.*** The economic future of the Regional Center Territory, future construction activity, interest rates, demographic changes, changes in tax laws and numerous other factors will determine the future market value of the Property. There is no assurance that the Property will increase in value.

***Distributions From Operations.*** Because distributions are related to market conditions, costs of operating the Property and numerous other factors, there is no assurance that there will be cash from operations available for distribution to SHAREHOLDERS of the Company as dividends or otherwise. Investors who borrowed all or part of their capital contribution must understand that the income is subject to market forces and cannot be relied upon as a source of funds to repay such debt.

***General Tax Risks.*** Investment in the Company involves substantial tax risks. Although the primary motive of investors should be for long-term appreciation, state and federal legislatures and tax authorities may alter and change the permissible deductions that may be taken with respect to the Project and its income, and may change the tax rates to less favorable

rates. In addition, the state and federal tax authorities may be more likely to audit taxpayers with higher incomes or partnership income or loss. Since Investors generally fall into this category, the Company also has an increased risk of being audited. Such an examination could result in adjustments to items that are related to the Company. Investors may incur legal or other professional expenses in connection with such audit or the adjustments resulting from such audit. The Company has not obtained a legal opinion or ruling from any tax authority regarding any tax aspects of the Project, the Company or its business. The tax risks include, without limitation, the following: (i) Changes in federal income tax laws; (ii) Company status; (iii) Taxable income in excess of distributions; (iv) Allocation of tax items among Members; (v) Allocation of purchase price; (vi) Company termination; (vii) At risk limitations; (viii) Risk of audit; (ix) Profit objective; and (x) Limitations on passive losses. This tax discussion is not tax advice to Investors. Each Investor is advised to consult with his or her own tax advisor regarding the tax consequences of investing in the Company. The Company has not obtained a legal opinion or ruling from any tax authority regarding any tax aspects of the Property, the Company or its business. Each Investor must consult his/her own accountant or tax advisor with respect to the tax consequences of investment in the Units.

**Limited Transferability of SHARES.** A shareholder may not assign, sell or transfer his SHARES to another party except as provided for in the Subscription Agreement. There is no public market for sale of the SHARES and it is not anticipated that a market will develop for the purchase or sale of the SHARES. Consequently, shareholders may not be able to liquidate their investment in the Company in the event of their desire or need to do so.

**Illiquidity.** The SHARES are a highly illiquid asset in that they cannot be readily sold or pledged as collateral for a loan or other obligation.

**Limited Right to Participate in Management.** The shareholders will not have a right to participate in the active management of the Company or the decisions made by the Management team, except as voting rights predicated on the shareholders percentage of ownership. The Pueblo of Acoma has the right as a shareholder to elect 2 board members to the 7 person Board of Directors.

**No Independent Counsel.** No independent counsel has been retained to represent the interest of the shareholders. . Each Investor is therefore urged to consult with his own counsel as to the terms and provisions of the information contain in this document and all other documents relating thereto as well as his own accountant as to the final information and projections provided.

**Uninsured Losses; Casualty Insurance.** Certain risks in connection with the Property are either uninsurable or not insurable at commercially reasonable rates, and could have a detrimental effect on the Company. Examples of uninsurable losses are those arising from flood, earthquakes, war and acts of God, among others. Should such an uninsurable loss occur, the Company could suffer a loss of some or all of the capital invested in the Property as well as the loss of any potential profits from the Project.

**Environmental Risks.** The business of investing in real property involves risks relating to hazardous and toxic contamination of such property or adjacent property, including subsurface and underground water contamination. Such contamination could have a detrimental effect on the Company and can result from the actions of tenants, contractors and other parties such adjacent property owners. The Company could be required to clean up or otherwise abate such contamination which could cause the Company to suffer a loss of some or all of the capital invested in the Property as well as the loss of any potential profits from the Project.

**No Firm Commitments to Purchase SHARES.** No commitment exists by anyone to purchase all, or any portion of the EB-5 associated SHARES being offered. The Company can give no assurance that [\[the Maximum Offering or\]](#) any of the SHARES will be sold.

**Lack of Diversification.** The Company will have all of its resources initially invested in the development of the Property and marketing initiatives.

**Dependence on Management and Personnel.** The Company will rapidly and significantly expand its operations and anticipates that significant expansion of its operations will continue to be required in order to address potential market opportunities. The rapid growth will place and is expected to continue to place, a significant strain on the Company's management, operational, and financial resources. The Company's success is principally dependent on its proposed management personnel for the operation of the business

**Skilled Construction Workers.** The Company will also be required to hire and retain skilled employees at all levels of operations in a market where such qualified employees are in high demand and are subject to receiving competing offers.

The inability to hire needed employees on a timely basis and/or the inability to retain those that are so hired could have a material adverse effect on the ability to meet the schedules of the strategic plan.

**Competition.** The market for the Company's proposed manufactured products of legal medicinal plants currently has competition. This competition may gain significant market share and as a consequence reduce revenues and net income of the company.

**Unforeseeable Events.** The Company cannot assure any investor that it will be successful in addressing the risks it may encounter, and its failure to do so could have a material adverse effect on business, and the financial condition and results of operations. The future of the Company depends on many factor including foreseeability issues that are unforeseen. There can be no assurance that the Company's methods and procedures will be successful.

**Financial Risks.** Developing and establishing a market share for the products of legal medicinal plants may require a substantial investment of capital and other resources, primarily in marketing the manufactured products.

**Impact of Consumers spending.** The success of the Company's operations depends, to a significant extent, upon a number of factors affecting disposable income, including economic conditions and factors such as employment, business conditions, interest rates, taxation, global oil prices and terrorism. There can be no assurance that the Company's business, results of operations and financial condition will not be adversely affected by changes in consumer spending. A downturn in the U.S. or world economy could affect discretionary spending, which could adversely affect sales and the anticipated exit strategy.

**Delay of Profit Distribution.** There can be no assurance that proposed operations of the Company will result in sufficient revenues to enable it to operate at profitable levels or to generate positive cash flow. The Company has formulated an exit strategy plan but there is no assurance that the exit strategy and/or the anticipated/projected return are feasible or likely to be achieved.

**Government Regulation.** Regulations, regulatory actions and court decisions in the future could have both a positive and/or negative impact on the operations and financial condition of the Company and its ability to compete. The Company will be under substantial scrutiny by the USCIS.

**Research and Development.** The company depends on the close relationship with NMSU and the affiliation as part of the Grants Campus to breed and develop some of the more than 4,000 legal plants that have medical value to viable commercial production predictability. The company has additional risk as most all of these ancient plant varieties have not been tested for consistency and bred for commercial germination rates acceptable for commercial use.

**Weather Conditions.** The lack of sunshine and extreme temperatures will affect the production of the legal medicinal plants and may have adverse results on the operating income and expenses.

**Indian Lands.** The proposed facility is being constructed on Indian Lands specifically on the lands that comprise of the Pueblo of Acoma. The pueblo is federally recognized as a sovereign nation that has its own laws in which it can pass by a resolution and enforce. The Pueblo of Acoma has sovereign immunity to lawsuits and the lease provides remedies to resolve disputes. The Pueblo of Acoma have agreed to lease the proposed facility back to the Bright Green Group for a 25 year term. This land cannot be pledged as collateral for financial obligations and funding will not be supported by the assets. The lease has conditions of compliance that must be adhered to as part of the agreement, if not in compliance there is a penalty amount on a per daily basis until the issue is corrected. If the compliance issue is not corrected the company could experience financial setbacks that will alter the projected results.

**Dispute Resolutions** The Corporation will resolve any disputes under the laws of New Mexico. Any property issue disputes are provided for under Acoma Law outlined in the lease agreement. There may be additional risk of resolving issues with the Pueblo of Acoma.

## CAPITAL REQUIREMENTS

### *Capital Requirements*

The Company estimates that the total capital required to purchase the new facility, and to redesign, upgrade and automate the existing, is approximately \$100 million. It is possible, however, that proceeds from this Offering will be inadequate to satisfy all capital requirements, requiring the Company to obtain alternative financing, including short and long term debt financing, or equity financing in addition to this Offering. The terms of such alternative financing may be better or worse for the Company than the terms of this Offering, and may result in subsequent investors having superior rights to Investors in this Offering.

## Uses of Funds Overview

A summary of the uses of capital is as follows:

Use of Funds	Amount
Land contribution Lynn Stockwell INVESTMENT COMPLETED/SHARE SWAP	\$18,200,000
Land to be purchased	\$1,000,000
Contractor—Dalsem (Lighting)	\$3,330,600
Contractor—Codema (Irrigation)	\$3,140,100
Contractor—Vifra	\$475,667
Contractor—Dalsem (New construction)	\$52,147,800
Contractor—Codema (Automation)	\$22,712,500
New Boiler room/Irrigation Room	\$5,070,000
Cost overrun	\$5,000,000
Working Capital	\$7,659,481
<b>TOTAL</b>	<b>\$118,736,148</b>

The costs associated with the development of the Project have been calculated based on an initial projection by the Project's highly experienced development team of third-party consultants, as well as based on multiple quotations from contractors, Codema and Dalsem.



## Detailed Uses of Funds

The detailed breakdown of the total amount of funds is outlined in the following tables:

	Total Budget	% of Total
<b>Phase One – Renovations &amp; Upgrades</b>		
Containers + Bottoms	\$9,784,890	43.08%
Supports + watering components	\$1,543,760	6.80%
Technical components in greenhouse	\$1,811,250	7.97%
Technical components in service building	\$391,000	1.72%
Soil mixing and filling equipment	\$670,680	2.95%
Moveable push units	\$795,800	3.50%
Washers	\$267,375	1.18%
Stackers	\$132,250	0.58%
Robots	\$339,825	1.50%
Electrical. Programs, Wiring, Airlines	\$1,188,180	5.23%
Propagation tables	\$31,740	0.14%
University campus set up	\$93,725	0.41%
SDF software control	\$230,000	1.01%
Supervising	\$930,350	4.10%
Installation	\$2,810,830	12.38%
Freight	\$1,690,845	43.08%
<b>Subtotal Phase One</b>	<b>\$22,712,500</b>	<b>100.00%</b>

	Total Budget	% of Total
<b>Phase Two – New Greenhouse &amp; Service/Packing Warehouse Building Development</b>		
Greenhouse areas, total 267,120m <sup>2</sup>	\$12,216,700	33.51%
Packing/service building, total 14,915m <sup>2</sup>	\$3,194,400	8.76%
Screening system, horizontal screen and vertical screen sides	\$4,295,500	11.78%
Heating system including all pipes and boiler systems	\$6,852,200	18.80%
Irrigation system, excluding growing system	\$3,456,700	9.48%
Assimilation lightning propagation	\$73,300	0.20%
Electrical system and computer control	\$2,646,700	7.26%
Roof washers (2)	\$213,300	0.59%
Supervision (120 weeks)	\$466,800	1.28%
Transport and insurance	\$3,037,800	8.33%
<b>Subtotal Phase Two Building Development</b>	<b>\$36,453,400</b>	<b>100.00%</b>

	Total Budget	% of Total
<b>Phase Two – Optional</b>		
Erection and installing project	\$15,694,400	100.00%
<b>Subtotal Phase Two Options</b>	<b>\$15,694,400</b>	<b>100.00%</b>

#### ***Administrative Fee***

The Administrative Fee (not to exceed \$14,000) is required to be paid by each Investor. The Administrative Fee shall be used by the Company to pay for all Offering Expenses incurred by it, the Regional Center and the Manager in connection with this Offering. The Administrative Fee is not refundable under any circumstances, including upon denial of an Investor's I-526 Petition. The Administrative Fee will be put to use immediately upon acceptance of an Investor's subscription for SHARES hereunder, and will not be held in escrow pursuant to the Escrow Agreement, or otherwise.

The Company may pay one or more brokers, investment advisors, finders or other parties' commissions or other fees in connection with the sale of SHARES pursuant to this Offering. Any such commissions or other fees paid to any party in connection with the sale of SHARES pursuant to this Offering shall not be paid out of the proceeds of Capital Contributions of EB-5 Investor Shareholders. The Company intends to pay such commission from proceeds of the Administrative Fee.

#### **USE OF PROCEEDS**

The Management of the Company has broad discretion to adjust the application and allocation of the net proceeds of this offering in order to address changed circumstances and opportunities. For instance, the Company may leverage the proceeds once a certain amount has been raised in order to obtain debt financing for the remaining Offering amount. The Company may, upon the acquisition of a certain amount of funds actively seek a loan to finalize the redesign and upgrade of the Project on a timely basis.

#### ***Return on Investment***

The Company will not generate any revenue until the facility is open for business. Profits of the Company, if any, will be used first to pay operating expenses and service debts and obligations of the Company. Any remaining profits will be used to establish reserves required by law, in addition to those deemed necessary by the Manager in its sole discretion, for maintenance, capital improvements, earthquake and structural repairs to the greenhouse facilities. Any remaining profits will be available for payment of dividends and distribution to Shareholders in accordance with the plan of the Company. Currently there is no plan to distribute profits.

### ***Liquidation of the Company***

The Shareholders by vote will determine the amount, if any, timing and form of any distributions of profits by the Company. Available Cash Flow, if any, will first be distributed to Shareholders in accordance with their Percentage Interests (as defined in the Subscription Agreement Shareholders Overall Percentages) in the Company. Net Proceeds from a Capital Event, if any, and/or distributions in liquidation of the Company, if any, will be distributed first to pay any accrued unpaid creditors, then to Shareholders in accordance with each Shareholder's Adjusted Capital Contribution in an amount up to each Shareholder's Adjusted Capital Contribution, and the balance, if any, will be distributed to the Shareholder's in the same manner as distributions of Available Cash Flow.

### ***Prohibited Distribution***

The Company shall not make a distribution (i) if after such distribution liabilities of the Company; exceed the fair value of the assets of the Company, (ii) to EB-5 Investor, other than distributions from Available Cash Flow, prior to the fifth anniversary date of the EB-5 Shareholder's admission as a Shareholder of the Company. After the fifth anniversary date of the EB-5 Investor's admission as a Shareholder of the Company, the foregoing restriction shall no longer apply, (iii) to the extent such distribution is prohibited under the Act.

### ***At Risk Capital***

The rules and regulations governing the EB-5 Pilot Program prohibit the return of an EB-5 investor's investment prior to the end of the fifth year after the investment is made. Accordingly, it is possible that neither dividends nor return of capital will be made to any Shareholder of the Company prior to the end of the fifth year after the closing of this Offering. See "EB-5 Disclosures and Risk Factors" and "Risk Factors" below. In order to qualify as an investment in the EB-5 Program, the immigrant investor's capital must actually be placed "at risk" for the purpose of generating a return and evidence of such risk accompanies the EB-5 petition. The mere intent to invest is not sufficient and prospective investment arrangements entailing no present commitment will not suffice the entire amount of capital must be at risk to some degree. According to Matter of Izummi, a decision issued by the Administrative Appeals Office (AAO) of USCIS, if the immigrant investor is guaranteed the return of a portion of his or her investment or is guaranteed a rate of return on a portion of his or her investment, then the portion of the capital is not at risk. For the capital to be considered "at risk" there must be a risk of loss and a chance for gain. In Matter of Izummi, the immigrant investor's capital was deemed not to be "at risk" because the investment included a redemption agreement that protected against the risk of loss of the capital and constituted an impermissible debt arrangement under 8 C.F.R. § 204.6(e) because it was no different from the risk any business creditor incurs. In addition, an investment with a promise to return any portion of the immigrant investor's minimum required capital would also not be considered "at risk" capital. The Investor in this agreement purchases the shares for the subscription amount and agrees that his investment is for purchase of 80,000 SERIES AA SHARES in Bright Green Group Of Companies for \$10.00 per SHARE. The investment is at risk because the investor has no say in asking for changes of operations during the restriction period. The shares may or may not have a value greater than the purchase price and can't be determined until all EB-5 conditions have been met. This condition shall be adhered to for the success of the plan. The investor is merely a shareholder in a new corporation and will not realize any benefit until such time that the EB 5 proceeds build the facility according to the Bright Green Regional Center, LLC and The Bright Group Of Companies I-924 application and authorization. Once all EB-5 conditions have been met as authorized, the company will provide a public market for the sale of the shares if desired as an exit strategy.

## CAPITALIZATION OF THE COMPANY

THE FOLLOWING TABLE DESCRIBES THE SHARE CAPITAL OF THE COMPANY BEFORE AND AFTER THE OFFERING.

As of the date of this Offering Memorandum, the authorized Share capital of the Company consists of 20,515,850 shares. Lynn Stockwell will be issued these 18,555,850 SHARES as compensation for the property, licenses, leases and startup costs.

Special individuals (SI) have been issued 1,960,000 shares for their participation in the EB-5 program and participation in general.

There are 10,000,000 shares for this offering proposing a total of 125 EB-5 investors.

The share capital of the corporation is restricted only for the shares purchased by the EB-5 Investors; Lynn Stockwell must give 20 days' notice of any transfers or sales of her SHARES.

	<b>OUTSTANDING SHARES ISSUED: AS OF APRIL 15,2015</b>	<b>PERCENTAGE INTEREST: AS OF APRIL 15, 2015</b>	<b>PERCENTAGE INTEREST: Investors</b>	<b>OUTSTANDING SHARES: Maximum Offering</b>	<b>OUTSTANDING SHARES: AFTER SUBSCRIPTION</b>	<b>PERCENTAGE INTEREST SUBSEQUENT:</b>
Lynn Stockwell	18,555,850 LS 1,960,000 S/I 325,000 Acoma	100%		10,000,000	30,840,850	67.57%
Investors	10,000,000	0%	32.43%			32.43%
Total	30,840,850					100%

### ADVISOR AND MANAGEMENT COMMITTED SHARES

Lynn Stockwell will own 100% of the corporations share capital initially and will own directly or indirectly 64.98% of the corporation after the fully funded subscription agreements and the issuance of her allotment. Lynn Stockwell recognizes the value of non family members key management, partners and advisors for the success of the company. Lynn Stockwell has committed in aggregate a total of 1,960,000 shares from treasury to be transferred directly to individuals that will enhance the corporation's chance of success. Lynn Stockwell will receive no monetary consideration or compensation. (See Exhibit-AA, DISCLOSURE)

### INDIRECT OWNERSHIP

In addition Lynn Stockwell holdings include 6,000,000 shares indirectly for her two daughters and only son. (See Exhibit-AA, DISCLOSURE)

### PUEBLO OF ACOMA

The company has transferred a total of 325,000 shares from treasury to the Acoma Pueblo for special monetary considerations in an effort that may enhance the North American Indians of the Acoma Pueblo's economic development and The Bright Green Group.(See Exhibit-AA, DISCLOSURE)

### ESCROW ACCOUNTS

The Company will maintain an Escrow Account for the subscription funds in accordance with the Escrow Agreement ATTACHED HERETO. An Investor's Subscription funds will remain in escrow until his/her I-526 Petition is filed, and as otherwise provided in the Escrow Agreement Agent Bruce Boynton will release his/her subscription funds to the Company. Upon release from escrow, funds will immediately be used to finance the Project. See "Use of Proceeds".

### EXIT STRATEGY

The Company's strategy to return capital invested in this Offering to Investors is to create a public market for the investor shares. There is no guaranty that the Company will be able to create a public market for acceptable terms, or at all. The purchase of the Shares must be considered a long term investment with considerable risk. Investors investing by I-526 have further restrictions and risks as fully described.

**SPECIAL ACKNOWLEDGEMENT**

Each investor must acknowledge and sign that he/she has received the complete package and exhibits as referenced on page 4 of the agreement and understands the risks or has retained appropriate legal advice in these matters.

**INVESTORS ACKNOWLEDGEMENT** \_\_\_\_\_ **SUBSCRIPTION AGREEMENT #**

**Subscriptions Procedure**

Investors may subscribe for Shares by executing and delivering the attached (a) Subscription Agreement, (b) Investor Questionnaire, (c) Escrow Agreement and (d) his/her Capital Contribution and the Administrative Fee to the Company. Acceptance of any subscription to purchase Shares is subject to (i) acceptance of the subscription in the Oversight Committee’s sole discretion; (ii) the availability of the accredited investor exemption for each proposed Investor; (iii) receipt of all documentation required by the Company being executed and received more than five days prior to the scheduled closing of this Offering; and (iv) availability and accuracy of documentation and information. The Company will have the right to accept or reject any subscription at any time at or prior to the closing of the Offering or such later date as they may determine. In the event that a subscription is not accepted or in the event the conditions precedent to the closing of the Offering are not satisfied or waived, in either case on or before the closing of the Offering or such later date as may be determined by the Company, subscription funds shall be returned, without interest or deduction. No interest will be paid on subscription funds. Upon closing, the Company will allot and issue to the Investor certificates representing the **80,000** SHARES, in BRIGHT GREEN GROUP OF COMPANIES INC.

**SUBSCRIPTION AGREEMENT**

**BRIGHT GREEN GROUP OF COMPANIES, INC.**

Name of Investor: (print) \_\_\_\_\_

**AGREEMENT NUMBER 1 of 125 #**

Gentlemen/Ladies:

**BRIGHT GREEN GROUP OF COMPANIES, INC.  
SERIES AA STOCK SUBSCRIPTION AGREEMENT**

THIS SERIES AA PREFERRED STOCK SUBSCRIPTION AGREEMENT (this "Agreement") is made as of the day of , 2015, by BRIGHT GREEN GROUP OF COMPANIES INC., a New Mexico corporation (the "Company"), and \_\_\_\_\_ ("Purchaser"). And Bright Green Regional Center, LLC (the "EB-5 Agency")

**RECITALS**

WHEREAS, the Company has authorized the sale and issuance of up to an aggregate of 10,000,000 shares of its Series AA Investor Shares (the "Series AA Investor SHARES");

WHEREAS, the Series AA has the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation of the Company, in the form attached hereto as (the "Charter");

WHEREAS, the amendments include further restrictions on the SHARES *Series AA Investor SHARES* as set out in the agency's EB-5 plan anticipates a total of 125 such EB-5 investors.

WHEREAS, Purchaser desires to purchase from the company, *Series AA Investor SHARES* on the terms set forth in this Agreement and is satisfied that his or her investment is at full risk until all such immigration conditions are met and restrictions are met;

WHEREAS, the Company desires to issue and sell such shares of *Series AA Investor SHARES* to Purchaser in accordance with the terms hereof; and

WHEREAS, this Agreement is entered into as part of a series of similar agreements (collectively with this Agreement, the "Subscription Agreements") pursuant to which the Company will sell and deliver to the ESCROW AGENT the *Series AA SHARES* listed on the signature pages of such Subscription Agreements (collectively with Purchaser, the "*Series AA SHARES*").

WHEREAS, the purchaser has been is qualified as an EB-5 investor as set out in the PRIVATE PURCHASE MEMORANDUM his/her shares are (restricted) as set out in this agreement pursuant to this particular EB-5 plan

WHEREAS, the Company has through its oversight committee approved the sale of shares as set out in this agreement.

WHEREAS, the purchaser is aware and agrees that Lynn Stockwell who incorporated the company and as a result of transfer of property and cash has authorized the company to issue 18,555,850 *Series AA Investor SHARES* to herself or her Successors and Assigns. (non restricted)

**WHEREAS**, Lynn Stockwell, or her Successors or Assigns, binds those Successors or Assigns to this full agreement and the EB-5 plan.

**WHEREAS**, there are only one class of SHARES and those 20,840,850 *Series AA Investor SHARES* held by Lynn Stockwell, The Pueblo of Acoma, (SI) or her Successors and Assigns, The pueblo of Acoma and important individuals, in addition those offered for sale as part of the entire agreement 10,000,000 in blocks of **80,000** to 125 qualified investors under the company's agency BRIGHT GREEN REGIONAL CENTER, LLC. And the EB-5 approved plan forms the entire agreement for share distribution.

**WHEREAS**, all *Series AA Investor Shares purchased by Immigrant Investors* have the same voting rights once restrictions imposed by the approved EB-5 approved plan are extinguished.

## AGREEMENT

1. *Representations and Understandings.* The undersigned hereby makes the following representations, warranties and agreements and confirms the following understandings:

(i) The undersigned is acquiring the SHARES for investment purposes, for the undersigned's own account only, with no intention or view to distributing the SHARES or any participation or interest therein.

(ii) The undersigned has received a copy of the Memorandum, has reviewed it carefully, and has had an opportunity to question representatives of the Company and obtain such additional information concerning the Company as the undersigned requested.

(iii) The undersigned has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto; or the undersigned has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto.

(iv) The undersigned has evaluated the risks of this investment in the Company including those risks particularly described in the Memorandum, and has determined that the investment is suitable for him. The undersigned has adequate financial resources for an investment of this character, and at this time he could bear a complete loss of his investment. The undersigned understands that any projections which may be made in the Memorandum are mere estimates and may not reflect the actual results of the Company's operations.

(v) The undersigned understands that the SHARES are not being registered under the Securities Act of 1933, as amended (the "1933 Act") on the ground that the issuance thereof is exempt under Section 4(2) of the 1933 Act and Rule 506 of Regulation D promulgated there under, and that reliance on such exemption is predicated in part on the truth and accuracy of the undersigned's representations and warranties, and those of the other purchasers of SHARES.

(vi) The undersigned understands that the SHARES are not being registered under the securities laws of certain states on the basis that the issuance thereof is exempt as an offer and sale not involving a public offering in such state. The undersigned understands that reliance on such exemptions is predicated in part on the truth and accuracy of the undersigned's representations and warranties and those of other purchasers of SHARES. The undersigned agrees to the ESCROW AGREEMENT and further covenants not to sell, transfer or otherwise dispose of the SHARES unless such SHARES has been registered under the applicable state securities laws, or an exemption from registration is available.

(vii) The undersigned has no need for any liquidity in his investment and is able to bear the economic risk of his investment for an indefinite period of time. The undersigned has been advised and is aware that: (a) there is no public market for the SHARES and it is not likely that any public market for the SHARES will develop; (b) it may not be possible to liquidate the investment readily; (c) the undersigned must bear the economic risk of his investment in the SHARES for an indefinite period of time because the SHARES have not been registered under the 1933 Act and applicable state law or an exemption from such registration is available; (d) a legend as to the restrictions on transferability of the SHARES referred to herein will be made on the document evidencing the SHARES held by the(ESCROW AGENT), and (e) a notation in the appropriate records of the Company will be made with respect to any restrictions on transfer of Units.

(viii) The undersigned has relied solely upon the Memorandum and independent investigations made by him or his purchaser representative with respect to the Units subscribed for herein, and no oral or written representations beyond the Memorandum have been made to the undersigned or relied upon by the undersigned.

(ix) The undersigned hereby acknowledges and agrees that, except as may be specifically provided herein, the undersigned is not entitled to withdraw, terminate or revoke this subscription.

(x) The undersigned agrees not to transfer or assign this subscription or any interest therein.

(xii) If the undersigned is a partnership, corporation or trust, it has been duly formed, validly exists, has full power and authority to make this investment and has not been formed for the specific purpose of investing in the Units. This Subscription Agreement and all other documents executed in connection with this subscription for SHARES are valid, binding and enforceable agreements of the undersigned.

(xiv) The undersigned meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which he resides, or is purchasing in a fiduciary capacity for a person or account meeting such suitability standards and/or financial requirements, and is not a minor.

(xv) The undersigned has a pre-existing business relationship with an officer, director, employee, consultant or other affiliate of the Company, and was not offered these securities by any form of cold calling, general solicitation, or advertisement. The offer to sell the SHARES was directly communicated to the undersigned by the Company through the Memorandum in such a manner that the undersigned was able to ask questions of and receive answers from the Company, or a person acting on its behalf, concerning the terms and conditions of this transaction. At no time was the undersigned presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general advertising.

3. **Indemnification.** The undersigned hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, directors, Unit Holders and agents from any liability, claims, costs, damages, losses or expenses incurred or sustained by them as a result of the undersigned's representations and warranties herein or in the Investor Questionnaire being untrue or inaccurate, or because of a breach of this agreement by the undersigned. The undersigned hereby further agrees that the provisions of Section 3 of this Subscription Agreement will survive the sale, transfer or any attempted sale or transfer of all or any portion of the SHARES. The undersigned hereby grants to the Company the right to set off against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred by the Company or any of its affiliates as a result of matters for which the Company is indemnified pursuant to Section 3 of this Subscription Agreement.

4. **Governing Law.** This Subscription Agreement will be governed by and construed in accordance with the laws of the State of New Mexico the venue for any legal action under this Agreement will be in the proper forum in the State of New Mexico.

NOW, THEREFORE, in consideration of the foregoing:

recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale; Closing.

(a) Subject to the terms and conditions hereof, Purchaser hereby agrees to purchase from the Company and the Company hereby agrees to issue and sell to Purchaser [80,000] shares of Series AA SHARES (the "SHARES") at a purchase price of \$10.00 SHARE price per SHARE for total consideration of \$800,000 (the "Purchase Price").

(b) The issuance of [80,000] shares each of *Series AA SHARES* to the 125 Series AA EB-5 Investors, including (subject to the proviso below) issuance of the Shares, shall take place promptly after the Company has received subscriptions for Series AA SHARES (the date on which such shares of Series AA SHARES are issued shall be referred to herein as the "Initial Closing Date"); provided that if Purchaser is purchasing the Shares subsequent to the Initial Closing Date, the issuance of the Shares shall occur upon payment



of the Purchase Price by Purchaser and acceptance of Purchaser's Subscription Agreement approved by the Company. The date on which the Shares are issued, whether on the Initial Closing Date or thereafter, shall be referred to herein as the "Closing Date."

(c) Promptly following the Closing Date, the Company shall deliver to the Escrow Agent Purchaser's certificate registered in Purchaser's name in trust representing the Shares.

2. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Company as follows:

(a) Purchaser has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be a valid and binding obligation of Purchaser, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Purchaser is aware that the SHARES to be issued to Purchaser have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and that the Shares are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("Rule 144"). Purchaser also understands that the SHARES are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in this Agreement.

(c) Purchaser is obtaining the SHARES for Purchaser's own account and Purchaser is restricted from distributing or selling the SHARES except as permitted under the Securities Act and applicable state securities laws. In addition the SHARES are further restricted by the EB-5 approved plan of Bright Green Regional Center, LLC.

(d) Purchaser has sufficient knowledge and experience in business and financial matters to evaluate the Company, its proposed activities and the risks and merits of this investment. Purchaser has the ability to accept the high risk and lack of liquidity inherent in this type of investment.

(e) Purchaser had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. Purchaser has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Purchaser understands the significant risks of this investment.

(f) Purchaser has the capacity to protect its own interests in connection with the purchase of the Shares by virtue of its business or financial expertise.

(g) Purchaser understands that the SHARES must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144, and the number of shares being sold during any three month period not exceeding specified limitations.

(h) Purchaser acknowledges and agrees that the SHARES are subject to restrictions on transfer set forth in Section 5 hereof.

(i) If Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code")), Purchaser hereby represents that Purchaser has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any government or other consents that may need to be obtained in connection with such purchase, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Shares. The Company's offer and sale and Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Purchaser's jurisdiction.

(j) Purchaser has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement.

(k) If Purchaser is an individual, then Purchaser resides in the COUNTRY identified in the address of Purchaser set forth on the signature page hereto; if Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of Purchaser in which its investment decision was made is located at the address or addresses of Purchaser set forth on the signature page hereto.

(l) Purchaser makes one or more of the following representations regarding its status as an “accredited investor” and certain related matters, and has checked the applicable representation:

- (i) If Purchaser is an individual, a self-directed individual retirement account (“IRA”) or a living trust, Purchaser represents that it (A) has an individual net worth, or a joint net worth with such individual’s spouse, in excess of \$1,000,000, or (B) has had an individual income in excess of \$200,000 in each of the two most recent years, or a joint income with one’s spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year, or (C) is a director or executive officer of the Company.
- (ii) Purchaser is a bank, insurance partnership, investment partnership registered under the Investment Partnership Act of 1940, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, a business development partnership, a small business investment partnership licensed by the U.S. Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development partnership as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- (iii) Purchaser is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance partnership, or registered investment advisor, or the undersigned has total assets in excess of \$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
- (iv) Purchaser is (i) an organization described in section 501(c)(3) of the Code, or (ii) a corporation, partnership, or business trust, in either case with total assets in excess of \$5,000,000.
- (v) If Purchaser is not an entity described in paragraphs “1” through “4”, Purchaser represents that each of its equity owners is either (i) an entity described in paragraphs “2” through “4”; or (ii) an individual who (A) has an individual net worth, or a joint net worth with such individual’s spouse, in excess of \$1,000,000, or (B) has had an individual income in excess of \$200,000 in each of the two most recent years, or a joint income with one’s spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year, or (C) is a director or executive officer of the Company.
- (vi) Purchaser is a trust with total assets in excess of \$5,000,000 whose purchase hereunder is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.
- (vii) The undersigned cannot make any of the representations set forth in paragraphs “1” through “6” above.

**3. Representations and Warranties of the Company.** The Company hereby represents and warrants to and agrees with Purchaser that except as set forth on the Schedule of Exceptions attached hereto as Exhibit B, each of the following statements is true and correct on the date hereof and, if this subscription is accepted by the Company in whole or in part, will be true and correct on the Closing Date:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Shares and the Conversion Shares and to carry out the provisions of this Agreement and the Charter.

(b) Capitalization; Voting Rights. The authorized capital stock of the Company, immediately prior to the Initial Closing Date, will consist of [20,840,850] shares of Series AA SHARES (“SERIES AA Stock”), [18,555,850] held directly or indirectly by Lynn Stockwell the initial shareholder of which will be issued and outstanding, [1,960,000] issued and outstanding, held by associates. The [325,000] held by the Acoma. AND [10,000,000] SHARES, par value \$10.00 per share (“EB-5 Investors Stock”), [10,000,000] shares of which will be also designated as Series AA Investor Stock, **none of which will be issued and outstanding.**

(c) As of the date hereof, there is one outstanding option, warrants, or other rights for the purchase or acquisition from the Company of shares of Common Stock (see **Acoma share disclosure section**). The rights, preferences, privileges and restrictions of the Shares are as set forth in the Charter. The Shares have been duly and validly reserved for issuance. When issued in compliance with the provisions of this Agreement and the Charter, the SHARES will be validly issued, fully paid and non-assessable, and will be free of any liens or encumbrances, other than any right of first refusal set forth in the Company’s Bylaws; provided, however, that the SHARES may be subject to restrictions on transfer under The approved EB-5 agency’s plan, state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. Other than pursuant to the Subscription Agreements and as described herein, there are no other outstanding shares of stock of the Company or rights to purchase shares of stock of the Company or other agreements or understandings to purchase equity securities of the Company.

(d) Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement and the Charter, the performance of all obligations of the Company hereunder and thereunder at the Closing and the authorization, sale, issuance and delivery of the Shares pursuant hereto and pursuant to the Charter has been taken or will be taken prior to the Closing Date. This Agreement, when executed and delivered, will be valid and binding obligation of the Company enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors’ rights, and (b) general principles of equity that restrict the availability of equitable remedies. The sale of the Shares hereunder and the subsequent conversion of the Shares into the Conversion Shares are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with as of the date of such sale or conversion.

(e) Liabilities. Except as set forth on the Schedule of Exceptions attached hereto as Exhibit B, as of the date hereof, the Company has no material liabilities and, to the best of its knowledge, no material contingent liabilities, except current liabilities incurred in the ordinary course of business.

(f) Compliance with Laws. To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

(g) Registration Rights and Voting Rights. Except as set forth in Section 4(c) below, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company’s presently outstanding securities or any of its securities that may hereafter be issued. To the Company’s knowledge, no stockholder of the Company has entered into any agreement with respect to the voting of equity securities of the Company.

(h) Offering Valid. Assuming the accuracy of Purchaser’s representations and warranties contained herein, the offer, sale and issuance of the Shares and the Conversion Shares will be exempt from the registration requirements of the Securities Act, and will have been registered or qualified (or will be exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of the Shares by the Company within the registration provisions of the Securities Act or any state securities laws.

#### 4. Covenants of the Company.

(a) Basic Financial Information and Reporting.

(i) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with United States generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under United States generally accepted accounting principles consistently applied.

(ii) To the extent requested by a Series AA Investor, as soon as practicable after the end of each fiscal year of the Company (and in any event within 120 days thereafter), the Company will furnish such Series AA Investor a balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such fiscal year, all prepared in accordance with United States generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail.

## B Preemptive Rights.

(i) **Preemptive Rights.** Subject to applicable securities laws, each Series AA Investor that is an accredited investor within the meaning of Regulation D of the Securities Act (an “Accredited Investor”) at the time of such proposed sale or issuance shall have a preemptive right to purchase up to its pro rata share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell and issue after the Closing Date applicable to such Series AA Investor, other than the Equity Securities excluded by Section 4(b)(vi) hereof. Each such Series AA Investor’s pro rata share is equal to the ratio of (a) the number of shares of the Company’s Common Stock (including all shares of Common Stock issuable or issued upon conversion of the Company’s Preferred Stock or upon the exercise of outstanding warrants or options) of which such Series AA Investor is deemed to be a holder immediately prior to the issuance of the Equity Securities to (b) the total number of shares of the Company’s outstanding Common Stock (including all shares of Common Stock issued or issuable upon conversion of the Company’s Preferred Stock or upon the exercise of any outstanding warrants or options) immediately prior to the issuance of the Equity Securities. The term “Equity Securities” shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security of the Company (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security of the Company or (iv) any such warrant or right.

(ii) **Exercise of Rights.** If the Company proposes to issue any Equity Securities, it shall give each Series AA Investor written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Series AA Investor shall have fifteen (15) days from the giving of such notice to agree to purchase up to its pro rata share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Such written notice given to the Company shall also include evidence reasonably satisfactory to the Company that the Series AA Investor giving the notice will be an Accredited Investor at the time of consummation of the proposed sale. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Series AA Investor who would cause the Company to be in violation of applicable state or federal securities laws by virtue of such offer or sale or who is not an Accredited Investor at the time of such sale.

(iii) **Sale Without Notice.** In lieu of giving notice to the Series AA Investors prior to the issuance of Equity Securities as provided in Section 4(b)(ii), the Company may elect to give notice to the Series AA Investors within thirty (30) days after the issuance of Equity Securities. Such notice shall describe the type, price and terms of the Equity Securities. Each Series AA Investor shall have twenty (20) days from the date of receipt of such notice to elect to purchase up to the number of shares that would, if purchased by such Series AA Investor, maintain such Series AA Investor’s pro rata share (as set forth in Section 4(b)(i)) of the Company’s equity securities after giving effect to all such purchases. Any election by a Series AA Investor to purchase Equity Securities pursuant to this Section 4(b)(iii) shall be accompanied by evidence reasonably satisfactory to the Company that the Series AA Investor will be an Accredited Investor at the time of consummation of the proposed sale. The closing of such sale shall occur within sixty (60) days of the date of notice to the Series AA Investors. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Series AA Investor who would cause the Company to be in violation of applicable state or federal securities laws by virtue of such offer or sale or who is not an Accredited Investor at the time of such sale.

(iv) **Sale with notice.** Lynn Stockwell shall notify all other shareholders of any sale of her SHARES by written 20 day notice that shall include all terms of the proposed deal.

(v) **Termination of Preemptive Rights.** The preemptive rights established by this Section 4(b) shall not apply to, and shall terminate upon the earlier of (A) the closing of a Qualified IPO, as defined in the Charter, or (B) an Acquisition or Asset Transfer, each as defined in the Charter. In addition, the preemptive rights established by this Section 4(b) shall terminate upon the closing of a Qualified Financing (as defined below) and shall not apply to any Equity Securities offered by the Company after the closing of such Qualified Financing.

(vi) **Assignment of Preemptive Rights.** The preemptive rights of each Series AA Investor under this Section 4(b) may be assigned by a Series AA Investor to a transferee or assignee of Series AA Preferred that (A) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member, or stockholder of a Series AA Investor that is a corporation, partnership or limited liability company, (B) is a Series AA Investors' family member or trust for the benefit of an individual Series AA Investor, or (C) acquires all of the Series AA Preferred held by such Series AA Investor; provided, however, (1) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee, and (2) such transferee shall agree in writing to be subject to all restrictions set forth in this Agreement.

(vii) **Excluded Securities. The preemptive rights established by this Section 4(b) shall have no application to any of the following Equity Securities:**

(1) shares of Common Stock and/or options, warrants or other Common Stock purchase rights and Common Stock issued pursuant to such options, warrants or other rights issued or to be issued after the Closing Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary of the Company, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors of the Company (the "Board");

(2) shares of stock issued or issuable pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of the Closing Date; and shares of stock issued pursuant to any such rights or agreements, options, warrants or convertible securities granted after the Closing Date, so long as the preemptive rights established by this Section 4(b) were complied with, waived, or were inapplicable pursuant to any provision of this Section 4(b)(vi) with respect to the initial sale or grant by the Company of such rights or agreements, options, warrants or convertible securities;

(3) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board;

(4) any Equity Securities issued in connection with any stock split, stock dividend or recapitalization by the Company;

(5) any Equity Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board;

(6) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act;

(7) any Equity Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; provided that the issuance of shares therein has been approved by the Board; and

(8) any Equity Securities issued by the Company pursuant to the Subscription Agreements and any Equity Securities issued by the Company.

(c) **Additional Investor Rights.** If the Company grants to investors participating in the Company's Series A Preferred Stock financing (or such other financing that is the Company's next round of equity financing) ("Future Investors") registration, information, preemptive, or board observation rights (collectively, "Investor Rights"), then each Series AA Investor shall be entitled to receive such Investor Rights on the same terms and conditions granted to such Future Investors; provided, however, that each such Series AA Investor shall, as a

condition to receiving such Investor Rights, execute and become a party to any agreement or agreements granting such Investor Rights to the Future Investors and shall be subject to the all of the terms, conditions and limitations (including any limitations related to minimum share requirements) of such agreement or agreements to the same extent as the Future Investors.

(d) Termination of Covenants. The rights established by this Section 4 shall terminate upon the earliest of (i) the closing of a Qualified IPO, as defined in the Charter, (ii) an Acquisition or Asset Transfer, each as defined in the Charter, or (iii) Subject to all conditions and time restrictions of the EB-5 Investor restrictions on the investment in Bright Green Group Of Companies Inc. Shares.

**5. Restrictions on Transfer.**

(a) Purchaser hereby agrees not to make any disposition of all or any portion of the Shares unless and until all EB-5 terms have been fulfilled. The SHARES will be held by the Escrow Agent until all obligations restricting the SHARES have been fulfilled. The funds to purchase the shares will be immediately released by the Escrow Agent to the corporation to fund the project.

(b) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(i) (A) The transferee has agreed in writing to be bound by the terms of Section 5 of this Agreement, (B) Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, (C) such disposition is made in accordance with the provisions of the Company's Bylaws, and (D) if reasonably requested by the Company, Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in unusual circumstances.

(b) The Company shall not be required (i) to transfer on its books any of the SHARES which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or set forth in the Company's Bylaws or (ii) Including the EB-5 further restrictions that are part of the entire agreement.

(c) Purchaser hereby agrees that once the five year restriction pursuant to the terms of the agency's EB-5 approved Bright Green Regional Center, LLC. plan. That the Purchaser shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock or other securities of the Company held by Purchaser, including the SHARES (the "Restricted Securities"), during the 180-day period following the effective date of a registration statement of the Company filed under the Securities Act (the "Lock Up Period") (or such longer period, not to exceed eighteen (18) days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with NASD Rule 2711). Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriter that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Purchaser's Restricted Securities until the end of such period. The underwriters of the shares of the Company's stock are intended third party beneficiaries of this Section 5(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

**6. Restrictive Legends.**

All certificates representing the SHARES shall have endorsed thereon the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE COMPANY AS PROVIDED IN THE COMPANY'S BYLAWS."

(c) Any legend required under applicable state securities laws.

7. Miscellaneous.

(a) Further Assurances. The parties agree to execute such further instruments and to take all such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or delivery by facsimile, electronic mail or express courier, or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the other party hereto at its address, electronic mail address, or facsimile number hereinafter shown below its signature or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

(d) Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, shall be binding upon Purchaser, his or her heirs, executors, administrators, successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. The entire agreement is pages 1-47 of this document and operates as the only agreement.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either or all parties may execute this Agreement by facsimile signature or scanned signature in PDF format, and any such facsimile signature or scanned signature, if identified, legible and complete, shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

(h) Amendment and Waiver. This Agreement may be amended or modified, and the obligations of the Company and the rights of the Series AA EB-5 Investors under the Subscription Agreements (including the rights of Purchaser under this Agreement) may be waived or terminated, only upon the written consent of the Company and holders of a majority of the shares of Series AA SHARES purchased or agreed to be purchased pursuant to the Subscription Agreements (the "Required Series AA Investors"). Purchaser acknowledges that because this Agreement may be amended or terminated with the consent of the Required Series AA EB-5 Investors, Purchaser's rights hereunder, including Purchaser's preemptive rights, may be amended, terminated or waived without Purchaser's individual consent.

(i) Expenses. Subject to the Regional Center Terms hereof, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement a maximum of \$14,000.

(j) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, the Subscription Agreements or the Charter, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement, the Subscription Agreements or the Charter or any waiver on such party's part of any provisions or conditions of this Agreement, the Subscription Agreements, or the Charter must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the Subscription Agreements, the Charter, law, or otherwise afforded to any party, shall be cumulative and not alternative.

(k) Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(l) Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(m) Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation made by the indemnifying party in this Section 7(m) being untrue.

(n) Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

(o) Waiver of Conflicts. Each party to this Agreement acknowledges that Boynton law firm ("Company Council"), outside general counsel to the Company, has in the past performed and is or may now or in the future represent one or more Series AA EB-5 Investors or their affiliates in matters unrelated to the transactions contemplated by the Subscription Agreements (the "Financing"), including representation of such Series AA EB-5 Investors or their affiliates in matters of a similar nature to the Financing. The applicable rules of professional conduct require that Company Council inform the parties hereunder of this representation and obtain their consent. Company Council has served as outside general counsel to the Company and has negotiated the terms of the Financing solely on behalf of the Company. The Company and each Series AA Investor hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to the Financing, Company Council has represented solely the Company, and not any Series AA EB-5 Investor or any stockholder, director or employee of the Company or any Series AA EB-5 Investor; and (c) gives its informed consent to Company Council's representation of the Company in the Financing.]

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## SUBSCRIPTION PROCEDURE

Each prospective investor meeting the suitability standards for the purchase of SHARES must complete, execute, acknowledge and deliver to the Company the Subscription Agreement along with the Investor Questionnaire included in this Memorandum below. *This entire 45 page document forms the agreement and must be completed as required* Completed and signed subscription documents and the subscription check in the amount of the subscription price of the SHARES should be sent to the attention of:

Name Here

---

Address Here

---

Phone Here

---

### SUBSCRIPTION CHECKS MADE PAYABLE TO:

1. Payment of \$814,000 including SHARE purchase amount \$800,000 and \$14,000 expenses together:  
In sum \$814,000
2. Payable to: BRIGHT GREEN GROUP OF COMPANIES INC.
3. A completed and signed Accredited Investor Questionnaire, a copy of which is attached hereto below, and a completed and signed Subscription Agreement, a copy of which is attached hereto below, with the number of 80,000 SHARES indicated thereon.

If a subscription is rejected, all funds will be returned to subscriber within ten days of such rejection without deduction or interest. Upon acceptance by the Company of a subscription, a confirmation of such acceptance will be sent to the Subscriber. The Company reserves the right to reject any subscriptions at its own discretion. Subscription accompanied by payment in the form of a personal check, if accepted, will be so accepted conditioned upon and subject to clearance of the check and the SHARES will not be delivered until the check clears. Funds accompanying any Subscription not accepted by the Company will be promptly returned to the investor without interest thereon or deduction there from. A report from the oversight committee will accompany the rejection as to the reasons.

## CONFIDENTIALITY AND RECOGNITION OF RISKS

### *Confidentiality Clause*

The information included in this Memorandum is strictly confidential and is provided on the understanding that it will not be disclosed to third parties without the expressed written consent of LYNN STOCKWELL

***Recognition of Risk***

This Memorandum represents management's best estimate of the future potential of our business venture. It should be recognized that not all major risks can be accurately predicted or otherwise avoided and that few business plans are free of errors of omission or commission. Therefore investors should be aware that this business has inherent risks that should be evaluated prior to any investment.

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**BRIGHT GREEN REGIONAL CENTER, LLC  
CONFIDENTIAL SUITABILITY QUESTIONNAIRE**

THIS QUESTIONNAIRE DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY A SECURITY OR MAKE A LOAN. ITS SOLE PURPOSE IS TO ESTABLISH WHETHER THE PERSON ANSWERING THIS QUESTIONNAIRE IS AN ACCREDITED INVESTOR.

**ALL INFORMATION CONTAINED HEREIN WILL BE KEPT STRICTLY CONFIDENTIAL.**

INVESTOR INFORMATION

Name Here -----

Address Here \_\_\_\_\_

\_\_\_\_\_

Phone Here \_\_\_\_\_

**Gentlemen/Ladies:**

The undersigned (the "Prospect") hereby agrees and acknowledges that BRIGHT GREEN REGIONAL CENTER, LLC. The agency and BRIGHT GREEN GROUP OF COMPANIES INC. (or the "Company") has the right to reject any offer for any reason. The undersigned acknowledges that the sole purpose of this questionnaire is to determine if the undersigned is an "accredited investor" as that term is defined by SEC Rule 501.

The undersigned represents and warrants that the information contained herein is true and correct and the will rely on the information contained herein provided by the undersigned. Any false or misleading information provided by the undersigned could result in a violation of state and federal laws. The undersigned prospect agrees to immediately notify BRIGHT GREEN REGIONAL CENTER, LLC of any material change in the information provided by the undersigned.

If the undersigned Prospect is a partnership, corporation, limited liability partnership, trust or other entity the person executing this questionnaire represents and warrants that he or she has the necessary power and authority.

Please indicate the form of ownership you typically hold you investments in:

\_\_\_\_\_ **Individual**

\_\_\_\_\_ Joint Tenants with right of survivorship

\_\_\_\_\_ Trust

\_\_\_\_\_ Entity - Type: \_\_\_\_\_

**PART A**

**(ALL PROSPECTS AND JOINT PROSPECTS MUST COMPLETE)**

1. **Name of Prospect/s:** \_\_\_\_\_

**Date of Birth/s:** \_\_\_\_\_

2. **Home Address of Prospect/s:** \_\_\_\_\_  
\_\_\_\_\_

**Home Phone of Prospect/s:** \_\_\_\_\_

3. **Business Address of Prospect/s:** \_\_\_\_\_  
\_\_\_\_\_

**Business Phone of Prospect/s:** \_\_\_\_\_

4. **Employer and Occupation of Prospect/s:** \_\_\_\_\_  
\_\_\_\_\_

5. **Education Level** (check applicable):

High school: \_\_\_

College: \_\_\_

Graduate: \_\_\_

Degrees held, if any: \_\_\_\_\_

**6. Have you invested in a similar venture as Capital Development Sample, LLC?**

Yes \_\_\_ No \_\_\_ (if yes...please explain) \_\_\_

**7. What is your gross 2012 and 2013 and 2014 income?**

**2012** \_\_\_\_\_ **2013** \_\_\_\_\_ **2014** \_\_\_\_\_

8. **Estimate your investment experience by checking one below:**

None \_\_\_\_\_

Limited \_\_\_\_\_

Good \_\_\_\_\_

Extensive \_\_\_\_\_

9. **Estimate your investment knowledge by checking one below:**

None \_\_\_\_\_

Limited \_\_\_\_\_

Good \_\_\_\_\_

Extensive \_\_\_\_\_

10. **How did you hear about us? (check below):**

Blog: \_\_\_\_\_

Press: \_\_\_\_\_

Other: \_\_\_\_\_(explain)

Personal Contact/ Referral: \_\_\_\_\_

Website: \_\_\_\_\_

Other: \_\_\_\_\_

**PART B**

**The undersigned is an accredited investor because the undersigned satisfies one or more of the following criteria. Please select one or more of the appropriate criteria:**

\_\_\_\_\_ 1. The undersigned is a natural person whose current net worth, or current joint net worth of the undersigned and spouse of the undersigned, is in excess of \$1,000,000 exclusive of home, furnishings and automobiles.

\_\_\_\_\_ 2. The undersigned is a natural person who individually for each of the last two years had income in excess of \$200,000 and reasonably expects to have income in the current year in excess of \$200,000.

\_\_\_\_\_ 3. The undersigned is a natural person who had joint income with his spouse which was in excess of \$300,000 in each of the two most recent years and reasonably expects joint income of \$300,000 in the current year.

\_\_\_\_\_ 4. The undersigned is an entity, such as a partnership, corporation or trust, in which all of the equity owners of the entity are accredited investors under any of the foregoing subparagraphs.

\_\_\_\_\_ 5. The undersigned is an entity, such as partnership, corporation or trust whose purchase is directed by a "sophisticated person", which has total assets of \$5,000,000 and was not formed for the specific purpose of acquiring securities.

**PART C**

Please indicate your investment experience with each of the following asset classes.

ASSET	EXPERIENCE			
	Extensive	Moderate	Some	None
Publicly Traded Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Publicly Traded Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commodities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Estate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Direct Investments in Privately Placed Securities of Operating Companies (excluding investment vehicles)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hedge Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Equity Funds (venture capital; buyout; mezzanine; special situation; etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managed Futures Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Resources Funds (oil; gas; etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fund-of-Funds (of any type; excluding mutual funds)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Privately Placed Funds (identify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that I have answered the foregoing questions to the best of my knowledge and that my answers and information provided hereon are complete and accurate.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Prospect/s

\_\_\_\_\_  
Print name of Prospect/s

The undersigned has (have) executed this Subscription Agreement on this \_\_\_\_\_ day of 20\_\_, at \_\_\_\_\_

SUBSCRIBER (1)

SUBSCRIBER (2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name of Subscriber)

\_\_\_\_\_  
(Print Name of Subscriber)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Social Security or Tax Identification Number)

\_\_\_\_\_  
(Social Security or Tax Identification Number)

Number of SERIES AA INVESTOR SHARES 80,000

Dollar Amount of SUBSCRIPTION SHARES (At \$800,000 for EB-5 Investors) plus a \$14,000 administrative fee).

**PLEASE MAKE CHECKS PAYABLE TO: "BRIGHT GREEN GROUP OF COMPANIES INC.  
CONTACT BRUCE BOYNTON (ESCROW AGENT) FOR SPECIFIC PAYMENT INSTRUCTIONS**

**MANNER IN WHICH TITLE IS TO BE HELD:**

- |   |  |
|---|--|
| <input type="checkbox"/> Community Property*  | <input type="checkbox"/> Individual Property           |
| <input type="checkbox"/> Joint Tenancy With Right of Survivorship*                              | <input type="checkbox"/> Separate Property             |
| <input type="checkbox"/> Corporate or Fund Owners **  | <input type="checkbox"/> Tenants-in-Common*            |
| <input type="checkbox"/> Pension or Profit Sharing Plan   | <input type="checkbox"/> Tenants-in-Entirety*          |
| <input type="checkbox"/> Trust or Fiduciary Capacity (trust documents must accompany this form) | <input type="checkbox"/> Keogh Plan                    |
| <input type="checkbox"/> Fiduciary for a Minor  | <input type="checkbox"/> Individual Retirement Account |
|   | <input type="checkbox"/> Other (Please indicate)       |

\* Signature of all parties required  
\*\* In the case of a Fund, state names of all partners.

**SUBSCRIPTION ACCEPTED:**

**BRIGHT GREEN REGIONAL CENTER, LLC:** \_\_\_\_\_  
**PAUL MASTRONARDI**

**OVERSIGHT COMMITTEE APPROVAL** \_\_\_\_\_  
**JEFF VANROYBOYS**

**BRIGHT GREEN GROUP OF COMPANIES INC.** \_\_\_\_\_  
**LYNN STOCKWELL**

By: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_ (Date)

**ESCROW AGREEMENT**

**BRIGHT GREEN REGIONAL CENTER LLC.(AGENCY)**

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This Escrow Agreement (the "Agreement") is made and effective the 1<sup>st</sup> Day of December 2015

**BETWEEN:** **BRIGHT GREEN GROUP OF COMPANIES INC.**, (the "Seller"), a corporation organized and existing under the laws of the State of New Mexico with its head office located at:

39209 6 Mile Rd., Suite 180  
Livonia MI 48152

**AND:** \_\_\_\_\_ (the "Buyer"), an individual with his main address located at **OR** a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

\_\_\_\_\_  
\_\_\_\_\_

**AND:** **BOYNTON LAW OFFICE** (the "Escrow Agent"), a corporation organized and existing under the laws of the State of New Mexico with its head office located at:

BOYNTON LAW OFFICE  
901 West ROUTE 66  
MILAN, NEW MEXICO 87020

**RECITALS**

Simultaneously with the making of this Agreement, Seller and Buyer have entered into a contract (the "Contract") by which Seller will sell to Buyer the following property:

For the sum of \$800,000 USD the purchaser will receive **80,000 SERIES AA INVESTOR SHARES** of Bright Green Group Of Companies Inc. Indicating a value of \$10.00 per share.

**WHEREAS**, the Boynton Law Office the Escrow Agent, upon written certification that the oversight committee has approved the subscription agreement "source of funds" requirement will hold the \$800,000 for the purchase of the 80,000 SERIES AA SHARES as collected and delivered by the company . And in addition \$14,000 for fees associated with the Bright Green Regional Center LLC. For a total of \$814,000

**WHEREAS**, the Boynton Law Office the Escrow Agent, shall acknowledge the receipt of such funds and hold the funds in escrow until all conditions are met.

**WHEREAS**, the Escrow Agent is authorized and will release the funds to Bright Green Group Of Companies Inc. when the companies Immigration Attorney has notified the agent that the EB-5 Investor and party to this contract has filed their I-526 petition.

**WHEREAS**, the Escrow Agent will hold the funds until satisfactory evidence that the 80,000 SHARES are issued by the company to the purchaser and delivered to the Escrow Agent to be further held in Escrow until all conditions for the Investor's permanent residence are met.



**WHEREAS**, the funds will not be refunded and returned for any reason with the one acceptance, that the Investor's I-526 petition is denied for whatever reason.

**WHEREAS**, if the I-526 petition is denied the company will replace the subscription agreement and I-526 applicant and once the new petition for the new Investor is filed and approved the funds will be returned less any applicable costs.

**WHEREAS**, the \$14,000 delivered to the Escrow Agent and subsequently paid to the Bright Green Regional Center, LLC. Specifically for fees to cover operating expenses, these funds are not refundable and **will not** be returned for any reason.

## **1. DATE OF CLOSING**

The closing will take place on [DATE OF CLOSING], at [TIME OF CLOSING] at the offices of [NAME OF THE OFFICE WHERE CLOSING IS TAKING PLACE], located at [ADDRESS OF THE OFFICE], or at such other time and place as Seller and Buyer may jointly designate in writing. Pursuant to the Contract, Buyer must deposit payment to be held in escrow by the Escrow Agent.

## **2. PAYMENT TERMS**

If the closing takes place under the Contract, Escrow Agent at the time of closing shall pay the amount deposited with Agent to Seller or in accordance with Seller's written instructions as part of this agreement. Escrow Agent shall make simultaneous transfer of the said property to the Buyer. If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited until receipt of written authorization for its disposition signed by both Buyer and Seller. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent shall hold the sum until the parties' rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the funds held with it. If Escrow Agent does not receive a proper written authorization from Seller and Buyer, or if an action or proceeding to determine Seller's and Buyer's rights is not begun or diligently prosecuted, Escrow Agent is under no obligation to bring an action or proceeding in court to deposit the sum held, but may continue to hold the deposit. Escrow Agent assumes no liability except that of a stockholder. Escrow Agents duties are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as the Escrow Agent acts in good faith. Seller and Buyer release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agents duties.

## **3. ACKNOWLEDGMENT OF PAYMENT**

The \$814,000 payment referred to herein above has been paid by Buyer to the Escrow Agent.

Escrow Agent acknowledges receipt from Buyer by check [CHECK NUMBER PAYMENT CHECK] subject to collection.

## **4. SPECIAL PROVISIONS**

All parties agree that the special condition requires that the signed acknowledgement from the oversight committee accompanies these documents that the funds for this transaction were obtained by legal means. These funds will not be deposited with the Escrow Agent or the company and will be returned to the purchaser immediately without that written acknowledgment and authorization.

It is the responsibility of the Escrow Agent to ensure that this condition is satisfied prior to deposit of the purchase funds or the Regional Center's fees.

THE PURCHASER'S SERIES AA INVESTOR SHARES IN THIS TRANSACTION ARE HELD BY THE ESCROW AGENT UNTIL ALL IMMIGRATION OBLIGATIONS ARE MET.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

BUYER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

ESCROW AGENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

**COMPLIANCE LIST INCLUDED IN EB-5 INVESTORS I-526 PETITION**

- A) Fully Executed I-526 petition application
- B) Investor’s Immigration Status if in United States
- C) Application Type TEA included report
- D) Signed Subscription Agreement

THE EB-5 INVESTORS PACKAGE MUST INCLUDE THIS ENTIRE DOCUMENT SIGNED AND:

His/her Capital Contribution and the Administrative Fee to the Company. Acceptance of any subscription to purchase Shares is subject to

(i) acceptance of the subscription in the Oversight Committee’s sole discretion;

(ii) the availability of the accredited investor exemption for each proposed Investor;

(iii) receipt of all documentation required by the Company being executed and received more than five days prior to the scheduled closing of this Offering; and

(iv) availability and accuracy of documentation and information. The Company will have the right to accept or reject any subscription at any time at or prior to the closing of the Offering or such later date as they may determine. In the event that a subscription is not accepted or in the event the conditions precedent to the closing of the Offering are not satisfied or waived, in either case on or before the closing of the Offering or such later date as may be determined by the Company, subscription funds shall be returned, without interest or deduction.

(v) No interest will be paid on subscription funds. Upon closing, the Company will allot and issue to the Investor certificates representing the **80,000 SHARES**, in BRIGHT GREEN GROUP OF COMPANIES INC.

(vi) Lawful documentation of Investor’s funds. The guideline is the Regional Center Business Plan. Every step must be concluded prior to sign off.

***Regional Center Agency Oversight***

Chartered accountants engaged to monitor and report the activities of the Bright Green Regional Center, LLC. and report directly to Lynn Stockwell and the oversight committee on a quarterly basis. The Regional Center will have strict compliance and oversight for USCIS rules and regulations. These rules and regulations relate to the EB-5 Pilot Program and require that in order to maintain the validity of its approval and designation an approved regional center must continue to meet the statutory requirements of the EB-5 Pilot Program by serving the purpose of promoting economic growth, improved regional productivity, job creation and increased domestic capital investment. The USCIS thus requires regional centers to monitor all investment activities under its sponsorship and to maintain records, data and information on a quarterly basis in order to report to the USCIS upon request year to date information for each Federal Fiscal Year. Such records, data and information include, but are not limited to, the regional center’s administration, oversight and management plan, biographical and other relevant investor data, and total regional center investment and job creation totals. BRIGHT GREEN GROUP OF COMPANIES INC. has retained professions to administer the regional center in accordance with USCIS rules and regulations relating to the EB-5 Pilot Program.

***Boynton Law Office, LLP***

Myron Shulgan, legal counsel advises on legal issues and represents the Bright Green Regional Center, LLC.  
(Engagement EXHIBIT- C)

***Rebecca Kitson Law***

Rebecca Kitson has a contract for legal services to represent the 125 Individual EB-5 Investors in connection with the immigration to the United States filing all I-526. The Investor will be responsible for all legal fees from this law firm via a prearrangement agreement paid in advance. These fees are not subject to the I-526 applicant's success in qualifying and obtaining a green card. Specifically once the applicant's subscription agreement is reviewed by the oversight committee and recommended there may be other unknown issues that will make the applicant ineligible for entry under the program. The fee will be non refundable in that situation where the applicant is ineligible.  
(Engagement EXHIBIT- BBB)

***Burt&CO. CPAs, LLC.***

(Engagement EXHIBIT-C)

Burt&Co. CPAs,LLC. have been retained to assist management with the reporting obligations of the regional center to remain in compliance with all USCIS rules and regulations or further rules and regulations imposed as a condition of Bright Green Regional Center, LLC. Approvals.

***DELOITTE CHARTERED ACCOUNTANTS***

(Engagement EXHIBIT C)

(vii)

**COMPLIANCE CERTIFICATE PRIVATE OFFERING MEMORANDUM #**

**OVERSIGHT COMMITTEE**

**CERTIFIES COMPLIANCE: BY \_\_\_\_\_**

**JEFF VANROYBOYS**

\_\_\_\_\_

**AS AUTHORIZED**

**ESCROW COMPLIANCE**

\_\_\_\_\_

**BRUCE BOYNTON**

**AS AUTHORIZED**

**THIS AGREEMENT IS COMPLETED AND THE EB 5 INVESTOR IS APPROVED TO FILE HIS/HER I 526, IMMIGRATION PETITION BY ALIEN ENTREPRENEUR TO USCIS THROUGH OUR IMMIGRATION ATTORNEY.**

**LYNN STOCKWELL**

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## SHARE DISCLOSURE SECTION

Lynn Stockwell has been issued 18,555,850 AA Investor Shares in Bright Group Of Companies, Inc.

10,000,000 AA Investor Shares are committed in the Private Offering Memorandum.

Lynn Stockwell is authorized to issue from treasury 1,960,000 AA Investor Shares to advisors.

Lynn Stockwell is authorized to issue from treasury 325,000 AA Investor Shares to Pueblo of Acoma.

The total authorized single class of shares for Bright Green Group Of Companies: 30,840,850 AA Investor Shares with a par value of \$10.00 per share.

### Committed and or issued to advisors

Jeff Vanroyboys	200,000 shares certificate #5	
Michael Ploeg	80,000 shares	
Michael Lewis	80,000 shares	
Paul Mastronardi	160,000 shares	
Jay Colasanti	160,000 shares	
Steve Janz	80,000 shares	
Craig Lanoue	50,000 shares certificate #6	
Ernest Mailloux	500,000 shares certificate #7	
Nicole McKinley	100,000 shares	
Kenneth N Pierce	50,000 shares	
Terry Rafie	200,000 shares certificate #4	
Clarity Newhouse	150,000 shares	
John Obeid	100,000 shares	
Dr. Ven Hari	50,000 shares	<b>TOTAL 1,960,000 Class AA Investor Shares</b>

### Indirectly Held, Issued, Terms Not Disclosed

Jeremy Stockwell	2,000,000 shares	
Jaclyn Stockwell	2,000,000 shares	
Jenna Stockwell	2,000,000 shares	<b>TOTAL 6,000,000 Class AA Investor Shares</b>

## **FURTHER DISCLOSURE**

*There is a possible disagreement on the shares issued and outstanding for the transfer of the Sunnyland property to the current companies. There is a contingency of 10,800 Bright Green Group, shares for an existing Sunnyland shareholder that holds 108,000 Sunnyland shares.*

**Transfer Commitment 325,000 shares (ISSUED) Pueblo of Acoma.**

**The Pueblo of Acoma have the option of purchasing 2,000,000 class AA investor shares from treasury for \$5.00. The option period is two years from the signing of the final lease agreement.**

**These committed shares to the family will reduce Lynn Stockwell's holdings in Bright Green Group Of Companies by 6,000,000 shares.**

## **SPECIAL CONSIDERATIONS**

**Lynn Stockwell, after all transfers shall control 40.71% directly and 60.16% directly and indirectly.**

**After the sale of the 10,000,000 shares (EB-5 investor shares) offered in this PPM.**

**Lynn Stockwell, Jeremy Stockwell, Jaclyn Stockwell, Jenna Stockwell McKie for their aggregate 18,555,850, The Pueblo of Acoma for their 325,000 shares and Ernest Mailloux for his 500,000 shares shall maintain their current percentage of ownership.**

**These parties ownership percentage in any event shall not be diluted by the future sale of additional shares of any kind. These parties shall receive shares as equalization for every new future investor shares sold for value or otherwise.**

**Lynn Stockwell shall always control 60.16% of The Bright Green Group of Companies, Inc. directly and or indirectly until such time as she disposes of her current holdings directly or indirectly.**

*\*The transfers are subject to the success of the sale of 10,000,000 AA Investor Shares in the P.O.M*

## **ACKNOWLEDGEMENT:**

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**Lynn Stockwell**