

An introduction to the Technology in our Eco-villages

INFORM | EDUCATE | INSPIRE



**On a Digital Ledger Net-Zero Circular Economy Platform
GLOBAL CARBON EMISSIONS REDUCTION PROGRAM**



A simplistic approach to waste. An investment in Technology



REMOVING WASTE - CREATING VALUE



Unlike conventional waste collection methods, Envac lets the air do the heavy work.

Using airflow, waste is simply transported under the streets to a waste collection station located on the outskirts of a development. Instead of daily waste collections by multiple vehicles, one waste collection vehicle collects the container when full and takes it to a recycling center or incinerator facility.

Advantages

- Low energy
- Improves recycling rates
- Can handle in minutes what multiple waste collection vehicles take all day to do
- Low long-term operating and maintenance costs
- Always accessible by the user 24-hours a day, 365-days a year
- Creates cleaner and more attractive cities,

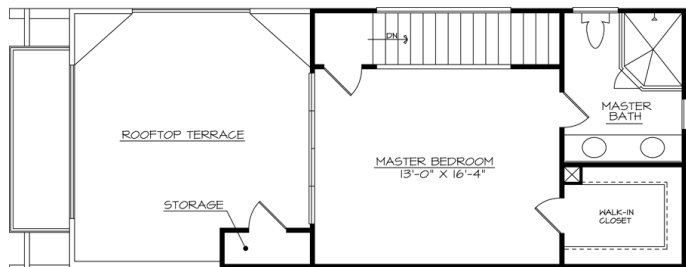
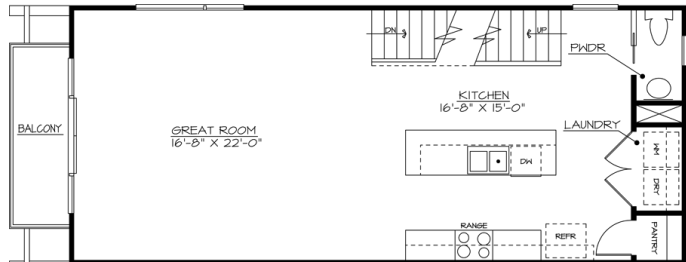
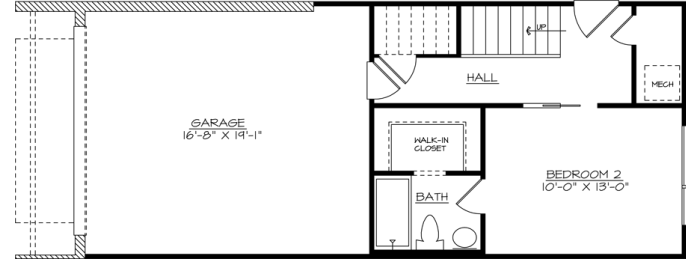
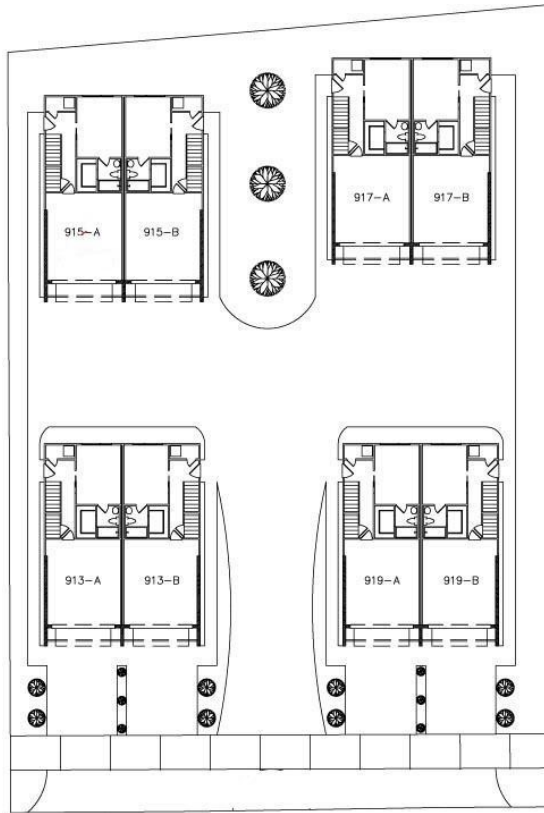


Envac's knowledge of installing automated waste collection systems is the result of installing over 700 worldwide.



The Octadia

A modern condominium development with eight energy saving units with two different floor plans, four at approximately 1,400 square feet and four at 1,558 square feet with three living levels. Each unit has a master suite and second suite both with walk-in closets, a walk-out roof terrace off the master suite, a private attached oversized one car (or two car) garage on the first floor, and a balcony with double sliding doors off the second floor living space.



Agroindustry Vertical Farming



FOOD AND AGRICULTURE DRIVE ONE-FIFTH OF NATION'S ECONOMY - 20.4% of the nation's economy is linked, either directly or indirectly, to the food and agriculture sectors. As our climate continues to change and

populations across the globe expand, food production must evolve in order to keep pace with these unprecedented changes. Enter THE RADIX, Sananbio's cutting-edge vertical farming technology developed to empower the modern farmer and spur sustainable local food production

Transitional Housing Space



CETS will create partnerships with public and private organizations that address transitional housing, homeownership education, financing, and construction for low-moderate

income families: Transitional housing programs for veterans and low-to-moderate income families; Homeownership training programs to support first time home buyers; Green mortgage financing for veterans and low-to-moderate income families; Federal government support programs for community sustainability

Robotic Parking Garage



A robotic parking system reduces the space needed for cars by 50% and creates more space for design, development and the community. The speed and

efficiency of the patented technology creates, for the first time, opportunities for projects requiring from hundreds up to several thousand parking spaces to profit from the space-saving, environmental and safety benefits of automated parking

CETS Global Carbon Emissions Reduction Program

Advanced Materials



Providing renewable raw materials from the regional waste streams that improve durability and efficiency as well as decrease toxicity. These advance materials will be added to the Eco-Village decentralized production supply lines.

Water and Wastewater



Providing technologies, services, and related business models that reduce the strains placed on the hydrologic cycle by expanding global population and industry while ensuring reliable access to clean water for domestic or industrial use.

Biofuels and Biochemical



Providing technologies, services, and related business models dedicated to the production of liquid fuels and chemicals from biomass.

And for outlying areas not part of our Village we offer Elect Trash Trucks the “ZERO-EMISSION SOLUTION”



Lion8 - Refuse Truck: All-electric Class 8 Refuse truck: **MAXIMUM POWER**
Up to 350 kW / 470 HP: **MAXIMUM TORQUE** 3,400 NM / 2,500 ft-lb
RANGE Up to 170 miles / 274 km: **BATTERY CAPACITY** Up to 336 kWh
CHARGING TIME Level III – Minimum 2h

Water covers 70% of our planet, and it is easy to think that it will always be plentiful. However, freshwater—the stuff we drink, bathe in, irrigate our farm fields with—is incredibly rare. Only 3% of the world’s water is fresh water, and two-thirds of that is tucked away in frozen glaciers or otherwise unavailable for our use.

As a result, some 1.1 billion people worldwide lack access to water, and a total of 2.7 billion find water scarce for at least one month of the year. Inadequate sanitation is also a problem for 2.4 billion people—they are exposed to diseases, such as cholera and typhoid fever, and other water-borne illnesses. Two million people, mostly children, die each year from diarrheal diseases alone.

Many of the water systems that keep ecosystems thriving and feed a growing human population have become stressed. Rivers, lakes and aquifers are drying up or becoming too polluted to use. More than half the world’s wetlands have disappeared. Agriculture consumes more water than any other source and wastes much of that through inefficiencies. Climate change is altering patterns of weather and water around the world, causing shortages and droughts in some areas and floods in others.

At the current consumption rate, this situation will only get worse. By 2025, two-thirds of the world’s population may face water shortages. And ecosystems around the world will suffer even more. We have addressed this issue in our Eco-Village model.



One of the main features of our Village is that we generate our own water from air and feed it to the residences, through our underground Waste to Energy System

Dear Prospective Investor:

Thank you for your interest in participating in the current offering of 630 Units of our securities at \$50,000 Per Unit (the “Units”), of "CETS Eco-Village NJ, Inc., a New Jersey Domestic

Corporation (the “**Company**,” and such offering (the “**Offering**”). This cover letter will outline the procedures that you will need to follow in order to purchase Units in the Offering.

FOR NON-UNITED STATES (NON-USA) PERSONS ONLY:

Non-USA Persons may subscribe for the purchase of Units pursuant to Regulation S by following the procedures described in Exhibit C hereto.

FOR UNITED STATES (USA) PERSONS ONLY:

The Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D (“**Rule 506(c)**”) and Section 4a2 (“Section 4a2”) of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder) (the “**Act**”).

In connection with the Offering, the Company is providing you with the following documents attached as exhibits hereto:

1. Confidential Private Placement Memorandum
2. Subscription Agreement – Exhibit A
3. Confirmation of Accredited Investor Status – Exhibit B

You should carefully read the Offering Memorandum and the Subscription Agreement and ask questions of the Company concerning the terms and conditions of the Offering and seek to obtain any additional information that is necessary for you to evaluate the merits and risks of an investment in the Company.

Because the Company is conducting the Offering pursuant to Rule 506(c), there are specific provisions with which the Company must comply regarding the type of purchaser that may participate in the Offering; namely, all purchasers must be “accredited investors” (as that term is defined in Section 501 of Regulation D of the Act, an “**Accredited Investor**”) (which definition is set forth in the Subscription Agreement). This Cover Letter will serve as a guide to assist you in determining and certifying your status as an Accredited Investor so that the Company can properly comply with Regulation D of the Act.

I. ACCREDITED INVESTOR STATUS

Under Rule 506(c), Units may be purchased only by Accredited Investors, and the Company has an obligation to take reasonable steps to verify that each investor purchasing Units is actually an Accredited Investor¹. In order to enable the Company to verify your status as an Accredited Investor, you must either:

(i) submit written confirmation in the form of the Confirmation of Accredited Investor Status attached hereto as Exhibit C (the “**Written Confirmation**”), from at least one of the following of your advisors:

1. A broker-dealer registered with FINRA;
2. An investment adviser registered with the Securities and Exchange Commission;

¹ If a potential investor is an officer of a public company, the Company may rely on publicly filed information regarding such potential investor’s income in lieu of the independent verification methods described below.

3. A licensed attorney; or
 4. A certified public accountant;
- or,**

(ii) if none of your advisors is able to verify your Accredited Investor status, submit the applicable documentation described below.

Your Income

In order to verify that you are an Accredited Investor based upon your income (or that of you and your spouse combined), you will need to provide the Company with one of the following pieces of information for the two most recent years:

1. IRS Form W-2;
2. IRS Form 1099;
3. Schedule K-1 of Form 1065;
4. A copy of a filed Form 1040; or
5. Any other IRS form that reports your annual income.

In addition to any one or more of the above-listed documents, you (and, if applicable, your spouse) will also have to submit a written representation by you (and if applicable, your spouse) that you have a reasonable expectation of earning the necessary income (\$200,000 for individuals, \$300,000 joint income with spouse) in this calendar year.

Your Net Worth

In order to verify that you are an Accredited Investor based upon your net worth, you will need to provide statements or other documents² dated within the prior three months that evidence sufficient net worth, such as:

For Assets:

1. Bank statements;
2. Brokerage statements and other statements of securities holdings;
3. Certificates of deposit; or
4. Tax assessments and appraisal reports issued by independent third parties.

For Liabilities:

1. A credit report from at least one nationwide consumer reporting agency; **AND**
2. A written representation from you (and, if based on joint net worth, also from your spouse) that all liabilities necessary to make a net worth determination have been disclosed to the Company.

² All documents and statements provided to verify net worth may be redacted to disclose only information about the amounts of assets and liabilities and to avoid disclosure of personally identifiable information, such as a Social Security numbers and other information that would not be relevant to your net worth.

II. SUBSCRIBING FOR UNITS

In order to subscribe for and purchase Units in the Offering, you should closely read the attached Offering Memorandum and Subscription Agreement and complete and sign the Subscription Agreement as indicated and return your fully completed and executed Subscription Agreement, together with the Written Confirmation or other applicable verification documentation and payment for the **Units** in a method provided for in the Subscription Agreement, by Regular Mail or Overnight Delivery to:


Vincent I. White, CEO
CETS Eco-Village NJ, Inc.
209 Meadow Creek Drive
Athens, GA 30605
Phone (706) 207-6213
Email: info@cetstechnologies.com

Please direct questions regarding the completion of the attached documents to Vincent I. White at Email: info@cetstechnologies.com

Except as otherwise indicated, all documents included herein should be completed and executed in their entirety by you (and, if applicable, your spouse). All information should be typed or printed in ink. It is suggested that you make and retain copies of the completed subscription documents.

We thank you for your support.

Sincerely,


Vincent I. White (Sep 14, 2021 22:19 EDT)

Vincent I. White CEO
CETS Eco-Village NJ, Inc.

Date of Offering:

PPM ID # _____

Confidential Private Placement Memorandum
Exempt from SEC Registration under
Regulation D Section 506c and Section 4a2 of the Securities act

Type of Securities Offered	Price per Unit	Number of units offered	Dividends paid	How Paid
Corporate Class B common shares Non-voting shares	\$50,000.00 Minimum Purchase = One Unit	630 Units	As authorized	Semi Annually
Face Value \$31,500,000.00	Individual share price \$2.00	1 Unit is 25,000 shares		

CETS Eco-Village NJ, Inc. reserves the right to accept subscriptions for less than \$50,000.00

Finders may also be compensated

Finders Compensation	Raised funds	Net Proceeds to Company
5%		
\$2,500.00	\$50,000.00	\$47,500.00
\$1,500,000.00	\$31,500,000	\$30,000,000

Recap: \$31,500,000 at \$2.00 per share = 15,750,000 shares

CETS Eco-Village NJ, Inc.

Up to 630 Units of common stock at \$50,000 Per Unit.

Each unit contains 25,000 shares

October 1, 2021

FOR ACCREDITED INVESTORS AND NON-USA PERSONS ONLY

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

CETS Eco-Village NJ, Inc.
A New Jersey Domestic Corporation

Offering of
Up to 630 Units of class B common stock at \$50,000 Per Unit.
Each unit contains 25,000 shares

Dated as of October 1, 2021

This Confidential Private Placement Memorandum (the “**Memorandum**”) has been prepared solely for prospective investors on a confidential basis considering the purchase of 600 Units of our Securities, (the “**Units**” or “**Securities**”), of CETS Eco-Village NJ, Inc., a New Jersey domestic corporation (the “**Company**”) at a purchase price of \$50,000 per Unit (the “**Offering**”). A Unit consists of 25,000 shares each with a value of \$2.00 per share; See, Payment terms below.

The **Units** will be sold only to “accredited investors,” as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”), and the Company will require that investors provide information sufficient for the Company to verify each investor’s status as an “accredited investor.” See “**Subscription Procedures.**”

The **Units** offered hereby will be sold subject to the provisions of a Subscription Agreement containing certain representations, warranties, terms and conditions relating to the subscription for **Units**. Any investment in the **Units** offered hereby should be made only after you have completely and thoroughly reviewed, and consulted with your counsel regarding the provisions of, the Subscription Agreement, which is available as an exhibit to the Offering.

These Securities involve a high degree of risk and a potential immediate dilution of value and should not be purchased by persons who cannot afford the loss of their entire investment. Investors should carefully read the section of this Memorandum entitled “Risk Factors.”

THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. AN INVESTOR SHOULD NOT PURCHASE ANY SECURITIES UNLESS THEY ARE PREPARED TO LOSE THEIR ENTIRE INVESTMENT.

DUE TO THE NATURE OF THIS OFFERING, AND THE LACK OF A CURRENT MARKET FOR THE COMPANY’S SECURITIES, THE PURCHASE OF THE SECURITIES IS NOT A SUITABLE INVESTMENT FOR ALL PERSONS AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM FOR ANY PERSON. SEE “RISK FACTORS”.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS OR THE LAWS OF ANY FOREIGN JURISDICTION. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY AUTHORITY OR COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ANY OTHER LITERATURE FURNISHED TO PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE MAKING OF SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS MEMORANDUM, WORDS SUCH AS “BELIEVE,” “ANTICIPATE,” “INTEND,” “PLAN,” “SEEK,” “WILL BE,” “EXPECTS,” “ESTIMATES,” “PROJECTS” AND SIMILAR EXPRESSIONS IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS REGARDING FUTURE EVENTS AND/OR THE FUTURE FINANCIAL PERFORMANCE OF THE COMPANY ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL EVENTS OR THE ACTUAL FUTURE RESULTS OF THE COMPANY TO DIFFER MATERIALLY FROM SUCH FORWARD-LOOKING STATEMENTS. CERTAIN OF THESE RISKS INCLUDE CHANGES IN THE MARKETS IN WHICH THE COMPANY OPERATES, TECHNOLOGICAL ADVANCES, CHANGES IN APPLICABLE REGULATIONS AND NEW ENTRIES INTO THE MARKET. IN LIGHT OF THE SIGNIFICANT RISKS AND UNCERTAINTIES INHERENT IN THE FORWARD-LOOKING STATEMENTS INCLUDED HEREIN, THE INCLUSION OF SUCH STATEMENTS SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE COMPANY OR ANY OTHER PERSON THAT THE OBJECTIVE AND PLANS OF THE COMPANY WILL BE ACHIEVED.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY OFFER, SALE OR ISSUANCE OF SECURITIES MADE PURSUANT TO THIS MEMORANDUM SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH IN THIS DOCUMENT OR IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. NEITHER THE COMPANY NOR ANY OTHER PERSON SHALL HAVE ANY DUTY TO UPDATE ANY INFORMATION CONTAINED IN THIS MEMORANDUM. FURTHER INFORMATION IS AVAILABLE UPON REQUEST.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS

MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. PRIOR TO THE ACQUISITION BY ANY PROSPECTIVE INVESTOR OF SECURITIES DESCRIBED HEREIN, SUCH PROSPECTIVE INVESTOR AND/OR THEIR REPRESENTATIVES, IF ANY, WILL HAVE AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, REPRESENTATIVES OF THE COMPANY CONCERNING ANY ASPECT OF THE TRANSACTION DESCRIBED HEREIN AND TO OBTAIN FROM THEM ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE INFORMATION SET FORTH IN THIS MEMORANDUM TO THE EXTENT THAT THEY POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE COMPANY. EACH PROSPECTIVE INVESTOR MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, LEGAL, TAX OR OTHER ADVICE. PROSPECTIVE INVESTORS MUST RELY UPON THEIR OWN RESPECTIVE REPRESENTATIVES, INCLUDING THEIR OWN RESPECTIVE LEGAL COUNSEL AND ACCOUNTANTS, AS TO LEGAL AND OTHER MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

THE SECURITIES DESCRIBED HEREIN MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATING THERETO SHALL COMPLY WITH OR BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES BEING OFFERED AND NONE IS EXPECTED TO DEVELOP IN THE NEAR FUTURE.

THE SECURITIES MAY BE SOLD ONLY TO ACCREDITED INVESTORS, WHICH FOR NATURAL PERSONS, ARE INVESTORS WHO MEET CERTAIN MINIMUM ANNUAL INCOME OR NET WORTH THRESHOLDS (SEE "ELIGIBILITY").

THE SECURITIES ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE SECURITIES ACT.

THE U.S. SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE SECURITIES, THE TERMS OF THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF ANY OFFERING MATERIALS.

THE SECURITIES ARE SUBJECT TO LEGAL RESTRICTIONS ON TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR SECURITIES.

INVESTING IN SECURITIES INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT.

WHILE THE INTENT IN PREPARING THIS MEMORANDUM HAS BEEN TO DESCRIBE THE INVESTMENT IN GENERAL TERMS, PARTICULAR ATTENTION HAS BEEN GIVEN TO A DISCUSSION OF THE RISK'S ATTENDANT TO THE PURCHASE OF THE UNITS IN THE COMPANY. EACH PROSPECTIVE INVESTOR SHOULD CONSIDER CAREFULLY THE INVESTMENT CHARACTERISTICS DISCUSSED IN THIS MEMORANDUM. IN ADDITION, THE COMPANY IS PREPARED TO RESPOND TO QUESTIONS AND TO FURNISH OTHER INFORMATION WHICH MAY BE REASONABLY REQUESTED TO OTHERWISE ASSIST IN VERIFYING OR CLARIFYING THE INFORMATION CONTAINED HEREIN. PLEASE DIRECT QUESTIONS REGARDING THE COMPLETION OF THE ATTACHED DOCUMENTS TO VINCENT I. WHITE, PHONE (706) 207-6213 OR E-MAIL TO: INFO@CETSTECHNOLOGIES.COM

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THE COMPANY

CETS Eco-Village NJ, Inc., is a company that collaborates with leaders in environmental sustainability solutions across urban planning, architectural, engineering, nanotechnology, digital blockchain smart-grid design, industrial processing plant design and construction sectors for deployment of smart net-zero waste recycling into renewable utilities ecosystems for community transformation.

They serve as a preferred developer of Sustainable Development Goals (SDG), Environmental, Social and Governance (ESG) Asset Investments with our Net-Zero Waste to Renewable Carbon Emissions Reduction Program. We're providing the tools for transforming communities through Assessment, Strategic Planning, Partnerships, Adaptive Technologies, and ESG

Investments. Our vision is to help organize and build communities to generate higher resource efficiency, stimulate circular economic growth, reduce endemic poverty, improve health and wellness for all citizens.

ESG OPERATIONS

- Regional Project/Program Business Plan of Action;
- Infrastructure Project & Program Management;
- Human Resource Development Training Program;
- Community & Government Affairs;
- Net-Zero Waste to Renewable Lifecycle Planning;
- Cyber Security Assessment & Operational Planning;
- Asset-based Assessment and Strategic Planning;
- Machinery and equipment sourcing;
- Operational workflows;
- Quality control procedures;
- Production output reporting;
- Benchmarking;
- Marketing and distribution planning;
- Franchise Organization Planning;

ESG COMPLIANCE

- Federal and State applications for businesses;
- Audit readiness (NIST 800-171R & CMMC);
- Cyber & Operational Risk Mitigation Planning;

ESG Financial Reporting;

- Architectural, Engineering, and Urban Planning;
- Nanotechnology Laboratory Space Development;

Industrial Additive Manufacturing ecosystem;

Data Center ecosystems development;

Cyber ecosystems development & deployment;

- Disaster Management Solutions;
- Integrated Traffic Management/Parking;
- Smart Grid Meter Connected Utility Ecosystems;
- Intelligent Energy Storage;
- Renewable Energy and Storage Ecosystems;
- Connected Wearable Devices;

ESG PRODUCT DEVELOPMENT

- Organic Product Formulation;
- Quality Control Standards;
- Technology Specific Technical Packaging Advisor;
- Product Costing and Profit Margin Models;
- Materials (supply-chain) Sourcing;

ESG DIGITAL LEDGER ACCOUNTING & FINANCE

- ESG Financial budgets, forecasting, and analysis;
- Financial proforma modeling and extrapolated executive summary;

• Development of key financial controls and best practices in accordance with Generally Accepted

Accounting Principles (GAAP);

- Benchmarking;
- Compensation Planning;
- Digital Ledger Accounting Information Ecosystems;
- Project/Program Budgeting and Accounting;
- ESG Investor Packages and ROI Projections;

Overview of Current Project

CETS Eco-Village NJ, Inc., is building upon the CETS Waste to Energy, system and is seeking investment partners for a new eco-village to be located in the County of Salem, New Jersey.

This eco-village will use cutting-edge technology to achieve net-zero waste disposal. The project will include high-tech farms, trade centers, and residential units in a village setting. The total project cost is estimated to be \$1.5 billion, spanning several phases. The cost of Phase 1 is expected to be about \$30 million.

Chmura prepared a report that analyzes the projected economic impact of Phase 1 of the eco-village project in the 9-county region in South Carolina, centered around Williamsburg County

Requirement For This Phase

The first project will be in Salem County New Jersey

This phase seeks to raise \$31,500,000 for acquisition of the 200 acres and to develop the underground Waste to Energy System; the full development costs is \$1.5 Billion.

CETS Eco-Village NJ, Inc., has two options to raise the \$1.5 billion

Option one, CETS Eco-Village NJ, Inc., has an LOI from a major bank to raise the \$1.5 Billion using Bank Green Bonds upon the successful raise of the \$31,500,000.

Option two, as a second consideration, CETS Eco-Village NJ, Inc. is also considering a public offering

Economic Impact of the Eco-Village

The economic impact of Phase 1 of the eco-village occurs in two stages. The first takes place during the development and construction period, which is assumed to last two years from 2021 to 2022.

Second is the ongoing operations of businesses in the development, which will start in 2022. The direct, indirect, and induced impacts for both construction and operations are estimated through the Jobs EQ economic impact model for spending and job creation. In addition, Chmura estimates the tax revenue that can be generated for local governments in Williamsburg County from Phase 1 of this eco-village.

One unique advantage

One unique advantage of the eco-village will be its net zero-waste feature. To achieve this, the project will install a CETS waste-to-energy system in the village, with an estimated cost of \$78.4 million. Based on the existing plan, development of this phase of the eco-village will last two years, from 2021 to 2022. The first year of operation is anticipated to be 2022.

Economic Impact of Ongoing Operations

After construction is complete, the economic impact of the proposed eco-village will come from the ongoing operations of different businesses located in the village, including restaurants, a hotel, theaters, apartments, and manufacturing facilities. In total, Phase 1 of the eco-village will have 1.7 million square feet (SF) of leasable space, with the largest portion (676,000 SF) planned for

manufacturing facilities. The village will also have 280 residential units—240 apartments and 40 townhouses.

The direct impact of operations is the estimated total revenue of those commercial components located in the village. Chmura used several resources to estimate the operating revenue of those businesses. For most commercial operations such as offices, restaurants, hotels, and manufacturing facilities, Chmura estimated operational revenue based on the size of commercial properties, the number of workers they can accommodate, and revenue per worker for those industries. For example, national data show that each office worker occupies 473 square feet while each manufacturing worker occupies 1,789 square feet. That provided an estimate of the number of office and manufacturing workers that can potentially be housed in the eco-village. Combining that with the Jobs EQ estimate of average revenue per worker for selected industries, Chmura was able to estimate annual revenue for business operations in 2022. For apartment operations, Chmura estimated the rental revenue based on the assumption that annual rental rate is \$25/SF. For Phase 1 of the eco-village, total annual revenue of commercial operations is estimated to be \$361.6 million (2022)

THE WASTE AND ENERGY SOLUTION INTRODUCTION AND BACKGROUND

THE INCREASING GLOBAL WASTE GENERATION

According to the World Bank, the world currently generates about 4 billion tons of all types of waste per year. The world’s cities alone generate about 1.5 billion tons of solid waste per year. This volume is expected to increase to 2.4 billion tons by 2025. In lower income countries, waste generation will more than double over the next 25 years. Three-fourths of this waste is disposed of in landfills, with only one fourth being recycled. (“World Bank: What a Waste”, March 2012).

The United States alone generates 389 million tons of MSW per year, with approximately 63.5% being landfilled (Generation and Disposition of Municipal Solid Waste (MSW) in the United States—A National Survey, 2013 Columbia University).

This municipal solid waste (MSW) includes “trash” such as kitchen waste, electronics, light bulbs, plastics, used tires and old paint, and yard waste

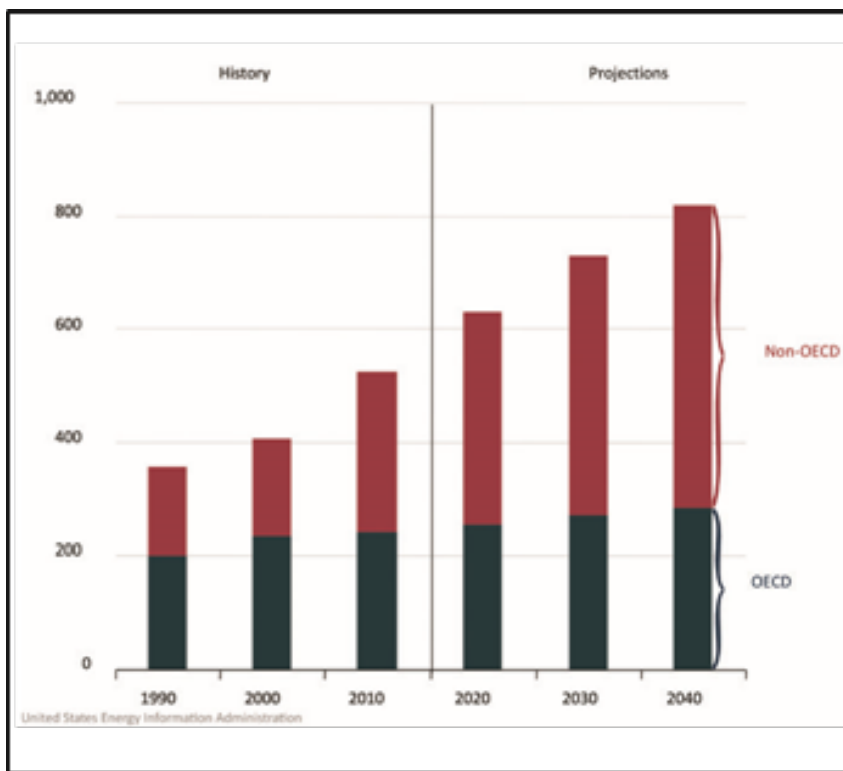


In the U.S., Japan, and Europe, laws and regulations have significantly increased recycling and reuse of materials reclaimed from MSW. In Japan, and Europe, laws and regulations have significantly increased recycling and reuse of materials reclaimed from MSW. Despite significant increases in recycling and energy recovery in those areas, only about a fourth of the total MSW is recovered—leaving the remaining three-fourths to be disposed of in landfills or incinerated (burned). But these traditional methods of waste disposal are increasingly becoming less viable. In some countries, where there is limited landfill space, or where new laws and regulations either ban disposal of MSW in landfills or require very

high landfill disposal fees, the traditional options of landfilling and incineration are becoming less feasible. In addition to consuming valuable land, decomposing MSW generates methane, a greenhouse gas, and the leaching wastes may also pose a threat to surface water and groundwater. Further, some areas have banned incineration of waste because of the negative environmental impacts.

INCREASING ENERGY DEMAND

In addition to increasing waste generation, the global demand for energy will increase by 56 percent between 2010 and 2040, with the greatest demand in the developing world (US Energy Information Administration 2013). According to the World Bank, there are currently 1.2 billion people (20% of the world's population) without access to electricity (World Bank-Energy Facts). In India alone, 300 million people lack any access to power and another 400 million Indians have limited access to power.



This brings us to our project

THE GASIFICATION SOLUTION

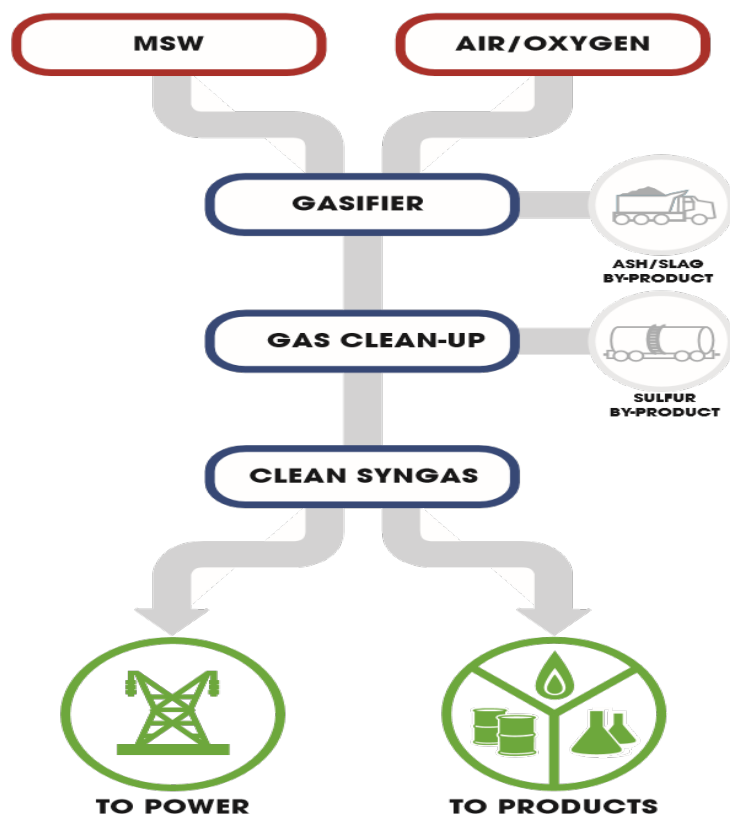
Faced with the costly problem of waste disposal and the need for more energy, a growing number of countries are turning to gasification, a time-tested and environmentally-sound way of converting the energy in MSW into useful products such as electricity, fertilizers, transportation fuels and chemicals.

On average, conventional waste-to-energy plants that use mass-burn incineration can convert one ton of MSW to about 550 kilowatt-hours of electricity.

With gasification technology, one ton of MSW can be used to produce up to 1,000 kilowatt-hours of electricity, a much more efficient and cleaner way to utilize this source of energy. Gasification can help the world both manage its waste and produce the energy and products needed to fuel economic growth.

WHAT IS GASIFICATION?

Gasification is a unique process that THE GASIFICATION PROCESS transforms a carbon-based material, such as MSW or biomass, into other forms of energy without actually burning it. Instead, gasification converts the solid and liquid waste materials into a gas through a chemical reaction. This reaction combines those carbon-based materials (known as feedstocks) with small amounts of air or oxygen (but not enough to burn the materials), breaking them down into simple molecules, primarily a mixture of carbon monoxide and hydrogen.



What's produced is a synthesis gas (syngas) that can be converted into electricity and valuable products. With gasification, MSW and wastes are no longer useless, but they become feedstocks for a gasifier. Instead of paying to dispose of and manage the waste for years in a landfill, using it as a feedstock for gasification reduces disposal costs and landfill space, and converts those wastes into valuable electricity, fuels, chemicals or fertilizers.

FEEDSTOCK

Gasifiers capture the remaining "value" from a variety of MSW streams. Feedstocks can include wood waste (sawdust and bark), crops, agricultural waste (corn stalks), wastewater treatment plant biosolids, MSW, animal wastes

(Stall wastes) and blends of the various feedstocks. Generally, the feedstock requires some pre-processing to remove the inorganic materials (such as metals and glass) that cannot be gasified. In addition, the MSW is typically shredded or ground into very small particles as well as dried before being fed into the gasifier.

GASIFIER

The feedstock is fed into the gasifier along with a controlled amount of air or oxygen (and steam for some gasifiers). The temperatures in a gasifier for MSW typically range from 1,100 to 1,800°F

(600-1,000°C). Plasma gasifiers operate at higher temperatures and are discussed later in this brochure.

SYNGAS CLEANUP

Many downstream processes require that the syngas be cleaned of trace levels of impurities. Trace minerals, particulates, sulfur compounds, mercury and unconverted carbon can be removed to very low levels using processes common to the chemical and refining industries. More than 95% of the mercury can be removed from syngas using commercially-available activated carbon beds.

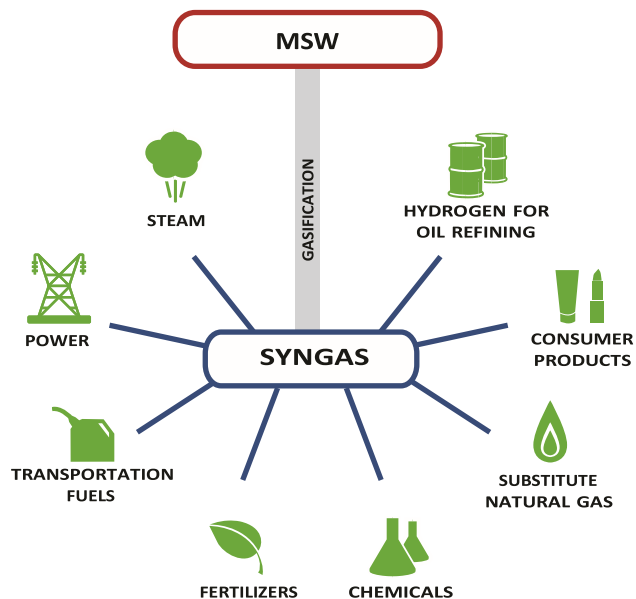
CLEAN SYNGAS

The clean syngas can then be sent to a boiler, internal combustion engine or gas turbine to generate electricity or further converted into chemicals, fertilizers transportation fuels, or substitutes natural gas.

WHAT IS GASIFICATION USED FOR?

Gasification has been used worldwide on a commercial scale for making “town gas” from coal for heating, lighting and cooking for over 200 years. It has been used for more than 80 years by the chemical, refining and fertilizer industries and for more than 35 years by the electric power industry. It is currently playing an important role in meeting energy needs around the world, using a wide range of feedstocks that include coal, petroleum coke, and biomass. Gasification is now being adapted for smaller-scale applications to solve the problem of waste disposal and to extract valuable energy from waste.

GASIFICATION PRODUCTS



Gasification Can Recover Valuable Energy from Waste

* In the gasification process, MSW is not a fuel, but a feedstock for a high chemical conversion process. There's no burning.

* Gasification can convert MSW that would typically be incinerated into a clean, useful syngas.

* This clean syngas can then be used to produce energy and valuable products, such as chemicals, transportation fuels, fertilizers, and electricity.

* Gasification does not compete with recycling; in fact, it enhances it. Metals, glass, and other materials that cannot be gasified are typically segregated from the waste stream prior to being sent into the gasification process. In addition, many plastics in MSW cannot be recycled and would otherwise end up in a landfill. Those plastics make excellent high energy feedstocks for gasification, thereby reducing the amount of those unrecyclable materials that would otherwise end up in a landfill.

* There are significant environmental benefits of MSW gasification, including reducing the need for landfill space, decreasing methane emissions from the decomposition of organic materials in the landfill, and reducing the risk of surface water and groundwater contamination from landfills.

Gasification's' Environmental Benefits

- * Reduces the need for landfill space
- * Decreases methane emissions from decomposition of MSW in landfills
- * Reduces risk of surface water and groundwater contamination from landfills
- * Extracts useable energy from waste that can be used to produce high value products
- * Enhances existing recycling programs
- * Reduces use of virgin materials needed to produce these high value products
- * Reduces transportation costs for waste that no longer needs to be shipped hundreds of miles for disposal
- * Reduces use of fossil fuels

OUR MANAGEMENT TEAM

“The three most critical elements that maximize success when developing a business are 1) Building an “A” team, 2) Strategic roll-out precision, and 3) Cash flow/bottom line acuity.”

Mr. Vincent Ira White,

Cutting Edge Techno Solutions (CETS) Waste to Energy, Inc.

Registered Participant in the United Nations Global Compact Initiative

Vincent I. White is CEO and co-founder of CETS which is a leading industrial and architectural designer of environmental systems, a systems integrator of renewable energy and waste management facilities. The focus of the company has been to develop Waste-To-Renewable Energy utilities infrastructure solutions across the US and global marketplace.

His leadership skills are in project management, systems integration, strategic direction and the design of smart net-zero infrastructure development ecosystems. A central part of his mission is to contribute to the systemic transition of environmental, social and governance (ESG) project opportunities for communities and municipalities his firm serves. Delivering a Global Carbon Emissions Reduction Program on a Digital Ledger Blockchain Circular Economic Production and Trade platform for participation by all.

Mr. White is committed to designing Smart Cities and Eco-Village projects that are sustainable and prosperous and have a carbon neutral impact on communities. His work with the UN and the Smart Cities Projects has brought his innovative design concepts of Net-Zero Waste-to Renewable Energy utilities, to a wide audience of governments across the global landscape.

Mr. White's role as CEO of CETS, Inc focuses on leading the overall vision of the company, the design direction, strategic planning and sustainable systems integration services. He manages the operating activities of the organization toward the achievement of its objectives to advise and develop innovative Waste-to-Renewable Energy projects. He provides management of the organization's operations to ensure efficient and effective execution of all projects.

Mr. White has served a diverse group of Fortune 500 customers over his 30-year career. He has been a draftsman, an industrial and architectural designer as well as a leading innovator in designing Waste to Renewable Energy facilities. He has worked on projects for NASA, Westinghouse, Siemens, General Electric AT&T, Cable and Wireless and many others, He has also worked with state and federal governments, small business owners, and homeowners from around the US.

Mr. White has managed the design and construction projects of faith-based outreach organizations, and community development corporations. His projects have included multimillion-dollar investments to modest construction endeavors.

Mr. White received his education at Morgan State University in Architecture and Urban Studies, which prepared him for the current mission on bringing innovations to cities on waste management and renewable energy. His professional experience also includes 15 years in the architectural design and preparation of construction plans, right down to the details for energy, plumbing, heating, ventilation, and air conditioning systems.

Mr. Gerald S. DeCosta, MBA, CISA

Cutting Edge Techno Solutions (CETS) Waste to Energy, Inc.

Registered Participant in the United Nations Global Compact Initiative

Gerald S. DeCosta is CTO and co-founder of CETS which is a leading industrial and architectural designer of environmental systems, a developer and systems integrator of patented

new energy generation technology, renewable energy technologies and waste management facilities designed, developed, and integrated within the holistic framework of its Eco-Village commodity production, logistics and trade hubs. The focus of the company from inception has been to develop Waste-To-Renewable Energy utilities infrastructure solutions as key functional design attributes of emerging Smart Cities slated by the new Biden administration to be built across the U.S. as well as replicated around the globe in support of the U.N. Global Compact Initiative through public / private partnership agreements.

His leadership skills are in technology integration, infusion and transfer, IT systems architecture, cybersecurity, community economic resilience, power, resource and supply chain decentralization, and project management applied to the development and delivery of smart net-zero infrastructure ecosystems. An integral part of his mission is the identification, development, packaging and funding of environmental, social and governance (ESG) assets and project opportunities for the socioeconomic transformation of communities his firm serves through its Global Carbon Emissions Reduction Program operating on a Digital Ledger Circular Economic Production, Logistics and Trade platform.

Mr. DeCosta is committed to developing carbon neutral Smart Cities and Eco-Village projects that transform and revitalize communities in a prosperous and sustainable manner where its residents can live, work, and play as engaged equity stakeholders within their own community revitalization efforts. His work with the UN and the Smart Cities Projects has brought his innovative IT and community economic development engine design models to the attention of municipalities, states and nation-states around the world as powered through its Net-Zero Waste-to-Renewable Energy utilities infrastructure.

Mr. DeCosta's role as CTO of CETS, Inc. focuses on implementing the core mission and encompassing vision of the company, the IT architectural and technology integration design of sustainable development goals (SDG) digital ledger and Blockchain, strategic planning and close collaboration with scientists, thought leaders in sustainability, inventors, technologists and solution-providers in the bio-tech, clean-tech, healthcare and agri-industry sectors from all around the world. He provides the technological management of the organization's operations to ensure the seamless integration, maximization and execution of all sustainable development and design projects, initiatives and goals.

Mr. DeCosta has served Fortune 500 corporations, municipal, state, federal and foreign governments, and start-up advanced technology businesses. Projects have included central banks, cybersecurity, patented collision avoidance systems (commercial and military), advanced materials inventors, waste-to-renewable energy technologies, data center analyses, community regenerative economics, wireless security, cryptography, risk management, and environmental and social governance (ESG) operations and auditing. His pioneering work with national and international decentralization organizations and regional ecological initiatives for the past 30 years has prepared and positioned him for the design, development and implementation of Net-Zero Waste to Renewable energy projects for circular economies globally.

Mr. DeCosta graduated from University of South Carolina with a BA in Political Science and also graduated from Atlanta University with an MBA in Finance & Information Technology.

Mr. DeCosta has over 30 years of experience in applied emerging technology proliferation, IT infrastructural and architectural design, testing and deployment, commercial, state, federal and military IT healthcare delivery systems, product invention prototyping, technology integration, IT governance, risk compliance and systems auditing, application security, business continuity, incident response and disaster recovery operations, vulnerability assessments, high value asset systems protection and telecom operations.

Mrs. PAULLETTE T. EVERETT

CORPORATE STRATEGIST
MARKETING LEADER
MOTIVATIONAL SPEAKER
CONCEPT MAXIMIZER BUSINESS DEVELOPER
CEO/COO/ SENIOR EXECUTIVE

KNOWLEDGE AND SKILL BASE

As a thought leader, Ms. Everett has broad experience from owning/operating her own companies to working with/for Fortune 500 companies for two decades which solidified her exceptional business acumen. Ms. Everett's emphasis is on model maximization and intentional bottom-line performance with a working culture based on a "win-win" philosophy for all stakeholders. Areas of expertise include but are not limited to the following:

Business/Concept Development
Strategic Planning
Corporate Identity, Branding and IP (Intellectual Property)
Contract Development and Negotiation
Marketing (Advertising, social media, Public Relations, Market Research, etc.) Financial Expertise
Operations Development/Management
Proposal Writing/Presentation Development
Product Development
General Management

BUSINESS EXPERIENCE HIGHLIGHTS

Wachovia/First Atlanta Bank (13 Years from Auditor to Corporate Communications Director) Vice President/Corporate Communications-including Advertising, Market Research, Public Relations, Corporate Identity for all corporate entities. Bank Auditor for 3 years for Retail and Trust Departments.

AdComm, Inc. (4 years as COO)

EVP/COO- Managed overall operations including: Account Management, Sales, Operations, Creative Development, etc. for Fortune accounts such as McDonalds, Glaxo Pharmaceuticals, Family Book Store

Niche Communications (15 Years as Owner/CEO)

CEO/Founder -Developed stellar full-service marketing firm with mid-range to fortune 500 clients across the country including Lever, General Mills, Hanes, Sara Lee, and Maybelline

OTHER BUSINESS EXPERIENCES

- Celebrity Projects: Traveled with Rosa Parks for 2 years development for The Rosa Parks Foundation: Strategic Planning Consultant for Demond Wilson
- Managed R/E Development Projects: Commercial/residential, downtown-condo building
- Started Non-Profit: Property selection, funding, retrofit, and programming for 35-acre project
- Management consulting work on major museum projects including Arthur Ashe Museum

EDUCATION: Wake Forest University, Campbell University, Honorary Humanitarian Doctorate

USE OF PROCEEDS

<i>Startup</i>	
Requirements	
Startup Expenses 200-Acre Land Purchase for Project development budget	\$1,200,000

LEED Archt/Eng (Eco-Village) Design Master Plan Permitting	\$6,400,000
(ESG) Carbon Credit Cert, Feasibility, Econ Impact Studies	\$500,000
20,000sf Metal Bldg for Waste-to-Energy Sub-Station	\$760,000
Smart Net-Zero Eco-Village Real Estate Dev Appraisal	\$440,000
EV Real Estate Branding/Mktg/Sales & Leasing Prog Budget	\$750,000
Smart City A.I. Blockchain Circular Eco Utilities, Prod, Trade Platform	\$2,500,000
On-site 50-tons per day organic waste disposal, 1-MWh kinetic energy generator	\$9,500,000
2,000 Waste Recycling Containers(95-lbs) sensors for curbside pickup	\$600,000
Project Legal, Accounting and Business Insurance expenses	\$1,000,000
Two Electric Lion8 Refuse Truck with Charging Station Lease Fee	\$250,000
\$1.5B Corporate ESG Green Bond Issue documents underwriting	\$300,000
Working Capital (Admin/Exp) for regional business development program	\$5,700,000
Finders Fee	\$1,500,000
Project Reserve	\$100,000
Total Startup Expenses	\$31,500,000
Total Requirements	\$31,500,000

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

(1) This offering will terminate when all units are fully subscribed, unless earlier terminated by the company as they may determine in their sole discretion. Subscription funds, which are accepted by the Company, will be deposited directly into a segregated operating account for use as described in this Memorandum. The Company does not have a minimum capitalization requirement and therefore no subscription escrow account is being established for the offering.

(2) The Units will be offered on a "best-efforts" basis by the officers, Managers, and employees of the Company and, possibly, by broker-dealers who are registered with the Financial Industry Regulatory Authority ("FINRA"), and independent referral sources. As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. Selling commissions may be paid to broker-dealers who are members of the FINRA and referral fees may be paid to finders with respect to sales of Units made by investors referred by them up to 5% of the individual's investment

(3) The amounts shown are before deducting organization and other offering costs to the Company, which include legal, accounting, printing, due diligence, consulting, marketing and other costs incurred in the offering of the Units and in the preparation of this document. Upon reasonable request, budgetary information is available for examination by interested investors.

(4) The Company has the option in its sole discretion to increase the maximum amount of the offering of Units by up to an additional \$2,000,000 for a total maximum offering of \$33,500,000. The additional capital may be raised at any time up to the Sales Termination Date.

RISK FACTORS

THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. THERE IS NO ASSURANCE THAT INVESTORS WILL REALIZE A RETURN ON THEIR INVESTMENT OR A RETURN OF PRINCIPAL. PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED ONLY BY INVESTORS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT AND DO NOT NEED LIQUIDITY IN THIS INVESTMENT. EACH INVESTOR SHOULD CAREFULLY READ THIS MEMORANDUM AND CONSULT WITH THE INVESTOR'S OWN BUSINESS ADVISORS PRIOR TO MAKING ANY INVESTMENT DECISION.

In addition to the other information in this Memorandum, the following factors should be considered carefully in evaluating the Company and its business before purchasing the Units offered hereby.

The purchase of the Units involves significant risks. Each prospective investor should carefully consider the following risk factors, in addition to any other risks associated with this investment, and should consult with his or her own legal and financial advisors.

Cautionary Statements. The discussions and information in this Memorandum may contain both historical and forward-looking statements. To the extent that the Memorandum contains forward-looking statements regarding the financial condition, operating results, business prospects or any other aspect of the Company, please be advised that the Company's actual financial condition, operating results and business performance may differ materially from that projected or estimated by the Company. The differences may be caused by a variety of factors, including, but not limited to, adverse economic conditions, intense competition, cost overruns, unavailability of qualified workman, lack of customer acceptance of the projects, termination of contracts, lack of experience in the Company and in the Manager, government regulation, inadequate capital, unexpected operating deficits, lower sales and revenues than forecast, the risk of litigation and administrative proceedings involving the Company, adverse publicity and news coverage, inability to carry out marketing and sales plans, loss or retirement of key executives, changes in interest rates, inflationary factors, and other specific risks that may be alluded to in the Memorandum, including those set forth below.

Substitution of Projects

The Company has the right to substitute a different project in the same or related field should the management believe they offer the company and its investors a better ROI, or purchased in lieu of the current planned acquisitions described in this Memorandum, at the company's sole discretion. There is no assurance that qualified substitute projects are or will be available, if desired, or that substitute projects could be acquired.

Competition

Although the feasibility analysis is favorable, the Company will be subject to competition from other similar companies some of which may have greater financial resources and management skill and knowhow than the Company. All aspects of our industry are highly competitive. There is no assurance that the Company will be able to compete in the business successfully or profitably.

Risk of Dilution of Ownership

The Company has the right to raise additional capital or incur borrowings from third parties to finance their acquisitions, in excess of the maximum capital which can be raised from the sale of our securities. The investor might be subject to the risk of dilution of its ownership should the company offer additional securities.

Financial Projections

Financial projections concerning the estimated operating results of the Company may be included with the Memorandum. The projections would be based on certain assumptions which could prove to be inaccurate and which would be subject to future conditions which may be beyond the control of the Manager or the Company, such as general industry conditions. The Company may experience unanticipated costs, or anticipated sales may not materialize, resulting in lower revenues than forecasted. There is no assurance that the results illustrated in any financial projections will in fact be realized by the Company. The financial projections would be prepared by the Company and have not been examined or compiled by independent certified public accountants. Accordingly, neither independent certified public accountants nor counsel to the Company are providing any level of assurance on them.

No Assurance of Profit

Although the company has historically been very profitable, there is no assurance as to whether the Company will be profitable or earn revenues, or whether the Company will be able to return any investment funds, to make cash distributions or to meet its operating expenses and debt service, if any is undertaken.

Determination of Consideration to Management

Any net profits, interest and cash consideration being paid by the Company to its management have not been determined based on arm's length negotiation. While management believes that the consideration is fair for the work being performed, there is no assurance that the consideration to management reflects the true market value of its services.

Management Compensation

The Management will be reimbursed for the direct and an allocable portion of overhead expenses it incurs in managing the Company's operations, as well as the organization and offering costs incurred by it on behalf of the Company. These compensation arrangements increase the risk that the Company will not be profitable. In light of the services being performed and expenses being incurred by the officers and its affiliates in connection with the Company, including raising its capital, developing completing and managing the Company's day-to-day operations, the Management believes that the compensation and expense reimbursements are fair and in accordance with standard industry practices.

Reliance on Management

Under the Company's articles of origination 'its Operating Agreement', the Officers are given the exclusive authority to manage the Company's business. Share-holders must be willing to entrust all aspects of the Company's business to the Managers. Class B Share-holders will not have voting rights under the company operating agreement in proportion to their relative Capital investment in the Company. The loss of a manager could have a material adverse impact on the Company. The Company will be largely dependent upon the manager for the direction, management and daily supervision of the Company's operations.

Indemnification of Manager, Directors and Executive Officers

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold the managers, officers and the directors of the Company harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of their gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreement, then the portion of its assets expended for such purpose would reduce the amount otherwise available, to the Members, for the project, or for its marketing.

Federal Income Tax Risks

An investment in these Units involves tax risks. Each prospective investor is urged to consult his or her own tax advisor with respect to the complex federal, state and local tax consequences of investing in the Units. The tax aspects of this investment cannot be predicted with certainty in part because certain provisions of Internal Revenue Code may be amended or interpreted in a manner adverse to Company.

Absence of Public Market

There is no public market for the Units and no market is expected to develop in the short term. The Units may not be sold or otherwise transferred except pursuant to registration or qualification under applicable federal and state securities laws or evidence satisfactory to the Company (which may require an opinion of counsel to be provided at the investor's expense) that such registration or qualification is not required. There are no Current registration rights associated with the Units. Consequently, the investors may not be able to liquidate their investment in the Company if such liquidation should become necessary or desired.

No Minimum Capitalization

There is no minimum capitalization required in this offering. There is no assurance that all or a significant number of Units will be sold in this offering. Investors' subscription funds will be used by the Company as soon as they are received, and no refunds will be given if an inadequate amount of money is raised from this offering to enable the Company to conduct its business. If only a small portion of the Units is placed, then the Company may not have sufficient capital to operate. There is no assurance that the Company could obtain additional financing or capital from any source, or that such financing or capital would be available to the Company on terms

acceptable to it. Under such circumstances, investors in the Units would likely lose their entire investment in the Company.

Determination of Offering Price

The offering price of the Units has been determined by the Managers, and bears no relationship to the Company's assets, book value, potential earnings, net worth or any other recognized criteria of value.

Limited Transferability of Units

Significant restrictions have been placed on the transferability of the Units and the Shareholders will have no right to present their Units to the company for repurchase. Thus, investors may have considerable difficulty in selling Units or pledging Units as collateral for loans. Units should be purchased only by persons with the financial ability to acquire and hold the Units as a long-term investment. Federal and state securities laws also impose restrictions on transferability. The transferability of Units will also be subject to certain restrictions on resale imposed under applicable securities laws. Transferees of Units must be "accredited investors" within the meaning of Rule 501 of Regulation D of the Securities Act. The Units have not been registered under the Securities Act or any state securities law and must therefore be held for an indefinite period of time unless they are subsequently registered under the Securities Act or unless an exemption from registration is available. No market, public or private, for the Units is in existence at this time and there can be no assurance that a market for such Units will develop in the near future. There can be no assurance that an active trading market for the Units will develop or, if it does develop, that it will be maintained.

Dependence on Key Personnel

The Company is dependent upon the supervision of management. It is not anticipated that the loss of the services of any particular person of the company will have a material adverse effect upon the Company's future operations or the Company's revenues because each person has a sufficient understanding of the business of the Company to ensure its continued operation. In addition, the Company could, if necessary, develop an independent management team to run the day-to-day operations at a cost that would still allow substantial profitability.

Company Syndication Costs

Syndication costs are expenditures connected with issuing and marketing interests in the company, such as commissions, professional fees, and printing costs. Syndication costs must be capitalized and are not subject to the special 60-month amortization provision. The Company intends to amortize its organization costs over a 60-month period commencing with the organization of the Company.

Tax Returns

The Company will arrange for the preparation and filing of all necessary federal, state and local tax returns of the Company, and will annually furnish each shareholder with any information about the Company. While the Company will rely on qualified advisers in determining what deductions will be claimed on Company tax returns, costs may be incurred for which the federal income tax treatment is unclear. Thus, there can be no assurance that Company tax returns will not be adjusted by tax authorities, which in turn could lead to adjustments in the individual returns of

the shareholder. The period in which such adjustments could be made with respect to Company items is generally three years from the later of the date on which the Company return is filed or the last day prescribed by law for filing.

Summary Only

The foregoing is only a summary of the material tax considerations generally affecting the company. Moreover, the federal income tax matters discussed above are subject to change by legislation, administrative action or judicial decision. No ruling has been sought, and no assurances can be given that any deductions or other federal income tax advantages which are described herein, or which prospective Members may contemplate, will be available.

THE FOREGOING ANALYSIS OF THE FEDERAL INCOME TAX CONSIDERATIONS TO A SHARE-HOLDERS IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, PERSONS CONTEMPLATING AN INVESTMENT IN THE COMPANY MUST CONSULT THEIR TAX ADVISERS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATIONS, ESPECIALLY SINCE AT THE TIME OF THIS OFFERING ALL TAX RULES, LAWS AND REGULATIONS ARE CONSTANTLY IN THE PROCESS OF DEBATE IN THE CONGRESS AS TO WHAT TAX RATES OR RULES MAY APPLY OR WHAT TAX DEDUCTIONS MIGHT BE AVAILABLE WITH RESPECT TO YOUR SPECIFIC INVESTMENT.

YOU THEREFORE CANNOT RELY ON ANY TAX INFORMATION ATTEMPTED TO BE SUPPLIED IN THIS DOCUMENT AND YOU MUST CONSULT YOUR PERSONAL TAX ADVISOR WITH RESPECT TO THE ADVISABILITY, ADVANTAGES OR DISADVANTAGES OF MAKING AN INVESTMENT.

ERISA CONSIDERATIONS

General Fiduciary Obligations. Trustees and other fiduciaries of qualified retirement plans or IRAs that are set up as part of a plan sponsored and maintained by an employer, as well as trustees and fiduciaries of Keogh Plans under which employees, in addition to self-employed individuals, are participants (together, “ERISA Plans”), are governed by the fiduciary responsibility provisions of Title 1 of the Employee Retirement Income Security Act of 1974 (“ERISA”). An investment in Units by an ERISA Plan must be made in accordance with the general obligation of fiduciaries under ERISA to discharge their duties (i) for the exclusive purpose of providing benefits to participants and their beneficiaries; (ii) with the same standard of care that would be exercised by a prudent person familiar with such matters acting under similar circumstances; (iii) in such a manner as to diversify the investments of the plan, unless it is clearly prudent not to do so; and (iv) in accordance with the documents establishing the plan. Fiduciaries considering an investment in the Units should accordingly consult their own legal advisors if they have any concern as to whether the investment would be inconsistent with any of these criteria.

Fiduciaries of certain ERISA Plans which provide for individual accounts (for example, those which qualify under Section 401(k) of the Code, Keogh Plans and IRAs) and which permit a beneficiary to exercise independent control over the assets in his or her individual account, will not be liable for any investment loss or for any breach of the prudence or diversification obligations

which results from the exercise of such control by the beneficiary, nor will the beneficiary be deemed to be a fiduciary subject to the general fiduciary obligations merely by virtue of his or her exercise of such control. On October 13, 1992, the Department of Labor issued regulations establishing criteria for determining whether the extent of a beneficiary's independent control over the assets in his account is adequate to relieve the ERISA Plan's fiduciaries of their obligations with respect to an investment directed by the beneficiary. Under the regulations, the beneficiary must not only exercise actual, independent control in directing the particular investment transaction, but also the ERISA Plan must give the participant or beneficiary a reasonable opportunity to exercise such control, and must permit him or her to choose among a broad range of investment alternatives.

Prohibited Transactions. Trustees and other fiduciaries making the investment decision for any qualified retirement plan, IRA or Keogh Plan (or beneficiaries exercising control over their individual accounts) should also consider the application of the prohibited transactions provisions of ERISA and the Code in making their investment decision. Sales and certain other transactions between a qualified retirement plan, IRA or Keogh Plan and certain persons related to it (e.g., a plan sponsor, fiduciary, or service provider) are prohibited transactions. The particular facts concerning the sponsorship, operations and other investments of a qualified retirement plan, IRA or Keogh Plan may cause a wide range of persons to be treated as parties in interest or disqualified persons with respect to it. Any fiduciary, participant or beneficiary considering an investment in Units by a qualified retirement plan IRA or Keogh Plan should examine the individual circumstances of that plan to determine that the investment will not be a prohibited transaction. Fiduciaries, participants or beneficiaries considering an investment in the Units should consult their own legal advisors if they have any concern as to whether the investment would be a prohibited transaction.

Special Fiduciary Considerations. Regulations issued on November 13, 1986, by the Department of Labor (the "Final Plan Assets Regulations") provide that when an ERISA Plan or any other plan covered by Code Section 4975 (e.g., an IRA or a Keogh Plan which covers only self-employed persons) makes an investment in an equity interest of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act of 1940, the underlying assets of the entity in which the investment is made could be treated as assets of the investing plan (referred to in ERISA as "plan assets"). Programs which are deemed to be operating companies or which do not issue more than 25% of their equity interests to ERISA Plans are exempt from being designated as holding "plan assets." Management anticipates that the Company would be characterized as an "operating company" for the purposes of the regulations, and that it would therefore not be deemed to be holding "plan assets."

Classification of the assets of the Company as "plan assets" could adversely affect both the plan fiduciary and management. The term "fiduciary" is defined generally to include any person who exercises any authority or control over the management or disposition of plan assets. Thus, classification of Company assets as plan assets could make the management a "fiduciary" of an investing plan. If assets of the Company are deemed to be plan assets of investor plans, transactions which may occur in the course of its operations may constitute violations by the management of fiduciary duties under ERISA. Violation of fiduciary duties by management could result in liability not only for management but for the trustee or other fiduciary of an investing ERISA Plan. In addition, if assets of the Company are classified as "plan assets," certain transactions that the

Company might enter into in the ordinary course of its business might constitute “prohibited transactions” under ERISA and the Code.

Reporting of Fair Market Value. Under Code Section 408(i), as amended by the Tax Reform Act of 1986, IRA trustees must report the fair market value of investments to IRA holders by January 31 of each year. The Internal Revenue Service has not yet promulgated regulations defining appropriate methods for the determination of fair market value for this purpose. In addition, the assets of an ERISA Plan or Keogh Plan must be valued at their “current value” as of the close of the plan’s calendar year in order to comply with certain reporting obligations under ERISA and the Code. For purposes of such requirements, “current value” means fair market value where available. Otherwise, current value means the fair value as determined in good faith under the terms of the plan by a trustee or other named fiduciary, assuming an orderly liquidation at the time of the determination. The Company does not have an obligation under ERISA or the Code with respect to such reports or valuation although management will use good faith efforts to assist fiduciaries with their valuation reports. There can be no assurance, however, that any value so established (i) could or will actually be realized by the IRA, ERISA Plan or Keogh Plan upon sale of the Units or upon liquidation of the Company, or (ii) will comply with the ERISA or Code requirements.

NOTICE: the new tax act expected by the current administration may adversely affect the foregoing plans

PLAN OF DISTRIBUTION

The Units are being offered by the Company on a best-efforts basis primarily by the officers, directors and employees of the Company, and possibly through independent referral sources and by registered broker-dealers who are members of the Financial Industry Regulatory Authority (“FINRA”). As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. The Company may pay selling commissions to participating broker-dealers who are members of the FINRA, and referral fees to finders, including officers or employees of the Company.

Participating broker-dealers may also be paid or reimbursed for due diligence costs incurred by them in reviewing the Company and this offering. Participating broker-dealers, if any, will be indemnified by the Company with respect to this offering and the disclosures made in this Memorandum.

ELIGIBILITY

This Offering is made by the Company in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D under the Securities Act, and in reliance upon exemptions from registration contained in the “blue sky” laws of various states.

Each investor will be required to represent that the Securities are being acquired for the investor’s own account, and not for the account of others, for investment purposes only and not with a view to the sale or distribution thereof in whole or in part. The speculative nature of the Company’s business, together with the lack of liquidity of the Securities, makes the purchase of Securities suitable only for investors who have adequate financial means and who can afford the total loss of their investment. Accordingly, investors will be required to make certain

representations as to their net worth, income, and ability to bear the loss of their investment. In addition, investors will be required to provide sufficient information to enable the Company to verify that each investor is an “accredited investor”, as such term is defined in Rule 501 of Regulation D under the Securities Act (“Accredited Investor”).

The suitability standards discussed below represent minimum suitability standards for prospective investors. Prospective investors are encouraged to consult their own investment or tax advisers, accountants, legal counsel or other advisers to determine whether an investment in the Securities is appropriate. (See “Risk Factors.”)

For the reasons described below and under “Risk Factors” the purchase of the Securities should be considered a highly risky investment. A prospective investor, in determining whether the Securities are a suitable investment, should consider carefully that: (i) there will be a limited number of Securities sold; (ii) transferability thereof will be limited; (iii) no public or secondary market exists or is likely to develop in the near future for the Securities; and (iv) the Securities have not been registered under the Securities Act, and accordingly, they cannot be resold unless they are so registered or an exemption from such registration requirement is available. Each investor will be required to acknowledge in writing to the Company that they understand that said Securities may not be resold except in compliance with such registration provisions as well as restrictions on resale imposed by the securities laws of the state where prospective investors reside. The Company will not undertake to register the Securities for resale under the Securities Act or to issue public information in such form as to make available the use of Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act for resale of the Securities.

Purchase of the Securities is suitable only for a person of economic means who has no need for liquidity in this investment and who has adequate means of providing for their current needs, even if investment in the Securities results in a total loss. Accordingly, no investor should purchase Securities who cannot bear the risk of loss. The Company reserves the right to accept or reject any subscription to purchase Securities. An investment in the Securities is restricted to Accredited Investors who have such business and financial experience that they are capable of evaluating the merits and risks of an investment in the Company and of protecting their interests in the transaction.

Securities Will Be Sold Only to Verified Accredited Investors

The Securities will be sold only to Accredited Investors, and the Company will require that investors provide information sufficient for the Company to verify each investor’s status as an Accredited Investor. (See “Subscription Procedures”.)

To be an Accredited Investor, you, or the entity through which you are investing must fall within any of the following categories at the time of the sale of the Securities to you:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan

established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5.0 million; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5.0 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; a limited liability company; a Massachusetts or similar business trust; a limited liability company or a partnership; in each case, not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000;

(4) A director or executive officer of the Company;

(5) A natural person who has an individual net worth (determined by subtracting total liabilities from total assets; but excluding the net value of such person's primary residence)¹, or joint net worth with such person's spouse, in excess of \$1,000,000.

(6) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person'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;

(7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; or

(8) An entity in which all of the equity owners are Accredited Investors.

The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.

The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.

The Company reserves the right, in its sole discretion, to reject any potential investor, to require potential investors to furnish a financial statement or other information before admission as a shareholder, and to restrict the size of investments.

¹ For purposes of determining the net value of the person's primary residence, indebtedness secured by the person's primary residence (i) within sixty (60) days of the date of the person's purchase of the Securities, and/or (ii) in excess of the property's estimated fair market value, must be treated as a liability in the net worth calculation.

SUBSCRIPTION PROCEDURES

To subscribe for Units, prospective investors will need to review and execute a copy of the Subscription Agreement, a form of which is available on the Offering website and was delivered to the investor along with this Memorandum. Investors will deliver the executed Subscription Agreement to the Company, and send the Company either a check made payable to “New Start Development Corporation” in an amount equal to the purchase price for the Units for which such investor is subscribing, or an electronic transfer of such purchase price using the following wire instructions.

Wire Transfer Instructions: Provided upon Request

FOREIGN

SWIFT Information provided upon Request

The minimum investment amount in the Offering is \$50,000 per investor.

Subject to applicable state laws, subscriptions will not be subject to revocation by prospective investors, but may be rejected by the Company, in whole or in part, in its sole discretion, in which event the subscription funds will be returned to the investor within 15 business days. The Company will issue Units and will deliver countersigned copies of the Subscription Agreement to investors as soon as reasonably practicable after such subscriptions have been accepted. The cash payments of the prospective investors accompanying the Subscription Agreement will be deposited by the Company into a segregated bank account and, once the subscription has been accepted by the Company, be immediately available for use by the Company.

Verifying Accredited Investor Status

As disclosed elsewhere in this Memorandum, the Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act, and may be purchased only by Accredited Investors. In accordance with Rule 506(c), the Company has an obligation to take reasonable steps to verify that each investor purchasing Units is actually an Accredited Investor. (See “*Eligibility*” for guidance on Accredited Investor qualifications.)

In order to enable the Company to verify an investor’s status as an Accredited Investor, the Company will require each investor to submit a written confirmation from at least one of the following:

1. registered broker-dealer;
2. SEC-registered investment adviser;
3. licensed attorney; and/or
4. certified public accountant.

Such written confirmation must include a statement that the confirming entity or person has taken reasonable steps to verify the investor’s Accredited Investor status within the three months prior to the investor’s subscription for Units, and has determined that such investor is an Accredited Investor. A form of written confirmation for you to give to your advisor to complete is available on the Offering website and was delivered to you along with this Memorandum.

The signed Subscription Agreement and Accredited Investor Status Letter may be returned to the Company by regular mail or overnight delivery at the address provided for in the Subscription Agreement or by e-mail at the e-mail address provided for in the Subscription Agreement, and payment for the shares may be made by sending a check payable to the Company by regular mail or overnight delivery to the address provided for in the Subscription Agreement or by wire transfer, in accordance with the wire instructions provided for in the Subscription Agreement.

A Subscription Agreement will be deemed complete only if it is accompanied by such written confirmation, or, alternatively, such other documentation sufficient to enable the Company to verify an investor's Accredited Investor status.

If for any reason you are unable to obtain the written confirmation described above, please verify your status as an Accredited Investor through the other means described in the Cover Letter to this Offering and delivered along with this Memorandum.

Exhibit A
CETS Eco-Village NJ, Inc.
SUBSCRIPTION AGREEMENT

Vincent I. White, CEO
CETS Eco-Village NJ, Inc.
209 Meadow Creek Drive
Athens, GA 30605
Phone (706) 207-6213
Email: info@cetstechnologies.com

Ladies and Gentlemen:

This Subscription Agreement (this “Agreement”) is made between CETS Eco-Village NJ, Inc. A New Jersey Domestic Corporation (the “Company”), and the undersigned prospective purchaser (the “Subscriber”). Pursuant to the terms of the Confidential Offering Memorandum related to the offering of Units (as defined below) (the “Offering Memorandum”), the Subscriber has expressed an interest in purchasing such number of Units of the company’s Securities as are listed on the signature page hereto (the “Units”). The purchase price per Unit is \$50,000. As noted in the Offering Memorandum, the Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”), and may be purchased only by “accredited investors”, as such term is defined in Rule 501 of Regulation D (“Accredited Investors”).

In connection with the execution of this Agreement and to induce the Company to sell the Units to the Subscriber, the Subscriber hereby agrees as follows:

1. Terms of Offering; Subscription: Stockholders Agreement; Confirmation of Accredited Investor Status.
 - (a) The Subscriber has thoroughly read and understands this Agreement and the Offering Memorandum, together with all exhibits and schedules thereto, as well as the cover letter (the “Cover Letter”) to which this Agreement and the Offering Memorandum are attached as exhibits. Prior to the execution of this Agreement, the Subscriber and the Subscriber’s advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment and has based the decision to purchase the Units solely on the information contained in the materials referred to in this Section 1.
 - (b) The Subscriber hereby irrevocably subscribes for and agrees to purchase the Units at a purchase price of \$50,000 per Unit (the “Subscription”) for a total purchase price as set forth on the signature page hereto (the “Purchase Price”). The Subscriber is providing payment in the full amount of the Purchase Price of the Units for which the Subscriber

is subscribing contemporaneously with returning this executed Agreement (the “Payment”) via the following method (CHECK ONE):

Wire Transfer Instructions: Provided upon Request

FOREIGN

SWIFT Provided upon Request

By check made payable to: CETS Eco-Village NJ, Inc.

Vincent I. White, CEO
CETS Eco-Village NJ, Inc.
209 Meadow Creek Drive
Athens, GA 30605
Phone (706) 207-6213
Email: info@cetstechnologies.com

ATTN: Subscription Department

(c) The Subscriber understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part. If this Subscription is rejected in whole or in part for any reason, the Company will return the Subscriber’s Payment promptly, without interest (in the case of the rejection of a portion of the Subscription, the part of the Payment relating to such rejected portion will be returned), and this Agreement shall continue in full force and effect to the extent this Subscription was accepted. Those subscribers whose subscriptions are accepted (each, a “Purchaser”) will be issued a certificate for the number of Units purchased in the name of each such Purchaser, and the name of such Purchaser will be entered on the Company’s transfer books as the record owner of such Units.

(d) The Subscriber agrees as a condition of the purchase and sale of the Units to comply with the verification requirements regarding the Subscriber’s status as an Accredited Investor by either (i) submitting to the Company a completed Written Confirmation of Accredited Investor Status in substantially the form delivered to the Subscriber as Exhibit C to the Cover Letter, or (ii) submitting to the Company the requisite verification documentation described in the Cover Letter.

2. Accredited Investor.

(a) The Subscriber is an Accredited Investor, and as of the date of this Agreement falls within the following category or categories (Please INITIAL one or more):

_____ (1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(a)(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as

amended the Investment Company Act”) or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”) if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

- _____ (2) a private business development company as defined in Section 202(a)(22) of the Investment Adviser Act of 1940;
- _____ (3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the Units, with total assets in excess of \$5,000,000;
- _____ (4) a director or executive officer of the Company;
- _____ (5) a natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of such person’s purchase of the Units exceeds \$1,000,000;²
- _____ (6) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’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;
- _____ (7) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the **Units**, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; and/or
- _____ (8) an entity in which all of the equity owners are Accredited Investors.

² As used in herein, the term “net worth” means the excess of total assets over total liabilities. In computing net worth, the net value of the principal residence of the purchaser must be excluded. For purposes of determining the net value of the purchaser’s primary residence, indebtedness secured by the purchaser’s primary residence (i) within fifty (60) days of the date of the purchaser’s execution of this Agreement, and/or (ii) in excess of the property’s estimated fair market value must be treated as a liability in the net worth calculation.

- (b) In order to meet the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, purchasers who are residents of such jurisdictions may be required to meet additional suitability requirements.
3. Representations and Warranties of the Subscriber. In order to induce the Company to accept the Subscriber's subscription in whole or in part, the Subscriber hereby represents, warrants and covenants to the Company that:
- (a) Experience and Suitability. The Subscriber is qualified by its knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Units and to make an informed decision relating thereto. The Subscriber has the financial capability for making the investment and protecting its interests, and the Subscriber can afford a complete loss of the investment. The investment is a suitable one for the Subscriber.
- (b) No Need for Liquidity. The Subscriber is aware that it will be unable to liquidate its investment readily in case of an emergency and that the Units being purchased may have to be held for an indefinite period of time. The Subscriber's overall commitment to investments that are not readily marketable is not excessive in view of the Subscriber's net worth and financial circumstances and the purchase of the Units will not cause such commitment to become excessive. In view of such facts, the Subscriber acknowledges that it has adequate means of providing for its current needs, anticipated future needs and possible contingencies and emergencies and has no need for liquidity in the investment in the Units. The Subscriber is able to bear the economic risk of this investment.
- (c) Opportunity to Investigate. Prior to the execution of this Agreement, the Subscriber and its advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber has read the Offering Memorandum, and the Subscriber's advisors and the Subscriber have also had the opportunity to obtain additional information necessary to verify the accuracy of information furnished about the Company. Accordingly, the Subscriber has independently evaluated the risks of purchasing the Units, and the Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment.
- (d) Risk Factors. The Subscriber fully understands that the Units are speculative investments that involve a high degree of risk of loss of the Subscriber's entire investment. The Subscriber understands that the risks described in this Agreement and in the 'Offering Memorandum' are not a complete list of risks involved in an investment in the Company. The Subscriber understands that the Company is subject to all of such risks, and others inherent in an investment of this nature. The Subscriber is aware that no public market exists for the Units and that the Units may not be sold without compliance with applicable federal and state securities laws. The Subscriber understands that the Company has made no assurances that a public market will ever exist for the Units and that, even if a public market exists in the future, the Subscriber may not readily be able to sell the Units. The Subscriber has considered each of these risks regarding an investment in the Company and the Units.

- (e) Investment Purpose. The Subscriber is acquiring the Units for its own account for the purpose of investment and not with a view to, or for resale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Units. The Subscriber understands that the Units have not been registered under the Securities Act or the securities laws of any state, and the Subscriber hereby agrees not to make any sale, transfer or other disposition of any such Units unless either (i) the Units first shall have been registered under the Securities Act and all applicable state securities laws, or (ii) an exemption from such registration is available, and the Company has received such documents and agreements from the Subscriber and the transferee as the Company requests at such time. The Subscriber further understands that no federal or state agency has approved, disapproved or made any findings or determinations as to the fairness for investment, nor any recommendation of endorsement of the merits of the offering of the Units.
- (f) Restrictive Legend. The Subscriber understands that until the Units have been registered under the Securities Act and applicable state securities laws, each certificate, if any, representing such Units shall bear a restrictive legend substantially similar to the following:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN THE FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

- (g) No Regulatory Approval of Merits. The Subscriber understands that neither the Securities and Exchange Commission nor the commissioner or department of securities or attorney general of any state has passed upon the merits or qualifications of, nor recommended nor approved, the Units. Any representation to the contrary is a criminal offense.
- (h) Independent Advice. The Subscriber understands that the Subscriber is urged to seek independent advice from its professional advisors relating to the suitability for the Subscriber of an investment in the Company in view of its overall financial needs and with respect to the legal and tax implications of such an investment.
- (i) Indemnification. The Subscriber understands the meaning and legal consequences of this Agreement and agrees to indemnify and hold harmless the Company and each director and officer thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Subscriber contained in this Agreement.

- (j) Authority and Non-contravention. The execution and performance hereof violate no law, order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which the Subscriber is bound. If an entity, (i) the Subscriber is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it has been formed; (ii) the Subscriber has the right and power under its organizational instruments to execute, deliver and perform its obligations hereunder; and (iii) this Agreement has been duly authorized by all necessary action on the part of all officers, directors, partners, stockholders and trustees and will not violate any agreement to which the Subscriber is a party; and (iv) the individual executing and delivering this Agreement has the requisite right, power, capacity and authority to do so on behalf of the organization. The Subscriber has not been organized for the purpose of subscribing for the Units.
- (k) Duration. The Subscriber understands that it may not cancel, terminate or revoke this Agreement or any agreement made by it hereunder, and, if the Subscriber is an individual, that this Agreement shall survive the Subscriber's death or disability and shall be binding upon the Subscriber's heirs, executors, administrators, successors and assigns.
- (l) Further Assurances. The Subscriber agrees to promptly provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws and ordinances to which the Company is subject.
- (m) Residence. The Subscriber is resident in the state set forth below and is receiving the Units in that state.
- (n) Office of Foreign Assets Control.
- (1) The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. The Subscriber represents that the amounts to be invested by it in the Units were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals³ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.
- (2) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection

³ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts for the **Units** if the Subscriber cannot make the representation set forth in the preceding sentence. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber or declining any redemption requests, and the Company may also be required to report such action and to disclose the Subscriber’s identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- (3) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; or (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber is a senior foreign political figure⁴, or any immediate family⁵ member or close associate⁶ of a senior foreign political figure, as such terms are defined in the footnotes below.
- (4) If the Subscriber is affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

⁴ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned limited liability company. In addition, a “senior foreign political figure” includes any limited liability company, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

⁵ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁶ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

The Subscriber hereby acknowledges that the representations and warranties contained in this Agreement are made by the Subscriber with the intent that such representations and warranties may be relied upon by the Company and its agents in determining the Subscriber's eligibility to purchase the Units. By this Agreement, the Subscriber represents and warrants that the foregoing representations and warranties are true at the time of closing with the same force and effect as if they had been made by the Subscriber at the closing time, and that they shall survive the purchase by it of the Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of the Units.

4. Miscellaneous.

- (a) Accuracy of Information. The information contained herein including all documents and certificates delivered pursuant hereto is complete and accurate and may be relied upon by the Company, and the Subscriber will notify the Company immediately of any material change in any of such information occurring prior to the closing, if any, with respect to the purchase of Units by the Subscriber or any co-purchaser.
- (b) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by facsimile or email transmission, (iii) sent by overnight courier, or (iv) sent by certified mail, return receipt requested, postage prepaid.

If to the Subscriber:

To the address designated in Section 4(r) hereof.

If to the Company:

To the address set forth at the beginning of this Agreement.

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth herein, (ii) if made by facsimile or email transmission, at the time that receipt thereof has been acknowledged by the intended recipient by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the second business day following the day such notice is delivered to the courier service, or (iv) if sent by certified mail, upon receipt.

- (c) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
- (d) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.
- (e) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the

party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

- (f) Assignment. This Agreement may not be transferred or assigned without the prior written consent of the Company and any such transfer or assignment shall be made only in accordance with applicable laws and any such consent.
- (g) Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- (h) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed exclusively by the law of the State of New Jersey, with Venue at the County of Morris, without giving effect to the conflict of law principles thereof.
- (i) Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New Jersey or the United States for the District and County of Morris. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 4(b) hereof.
- (j) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- (k) Interpretation. The parties hereto acknowledge and agree that: (i) each party has had the opportunity to have counsel review the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to the parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all persons.

- (l) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.
- (m) No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.
- (n) Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement shall survive the execution and delivery hereof.
- (o) Expenses. Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.
- (p) No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the part of the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.
- (q) Counterparts. This Agreement may be executed in one or more counterparts, including electronic counterparts delivered by email as a .PDF document or by facsimile, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(r) The Subscriber is purchasing the Units as follows (please check as appropriate):

individually in trust
 joint tenants as a partnership/LLC
 tenants in common other: _____

Name: _____

Telephone: _____ Facsimile: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Personal Email Address: _____
Business Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Business Telephone: _____
Business Email Address: _____

Communications should be sent to: _____ business or _____ home address

Federal Income Tax I.D. No. (Social Security Number for Individual Investors):

5. Under penalties of perjury, the Subscriber certifies that:
- (a) The number shown above is the Subscriber's correct Taxpayer Identification Number or Social Security Number, as the case may be;
 - (b) The Subscriber is not subject to backup withholding either because the Subscriber has not been notified by the Internal Revenue Service ("IRS") that the Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that the Subscriber is no longer subject to backup withholding;
 - (c) The Subscriber is an Accredited Investor; and
 - (d) THE SUBSCRIBER IS SUBSCRIBING FOR THE SHARES ONLY AFTER HAVING READ, CONSIDERED AND FULLY UNDERSTOOD THE OFFERING MEMORANDUM, AND THIS AGREEMENT, INCLUDING ALL OF THE RISKS DESCRIBED HEREIN. THE SUBSCRIBER IS NOT RELYING ON ANY INFORMATION OR REPRESENTATION CONCERNING THE COMPANY OR THE SHARES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

Balance of Page intentionally left Blank

SIGNATURE PAGE

This page constitutes the signature page for the Subscription Agreement of the undersigned for Units of CETS Eco-village NJ, Inc., Execution of this Signature Page constitutes execution of, and the undersigned hereby authorizes this Signature Page to be attached to a counterpart of, the aforementioned document.

Number of Units that the Subscriber has expressed an interest in purchasing: _____

Purchase price per Unit: _____ \$50,000:

Total Purchase Price of: _____ \$ _____.

IN WITNESS WHEREOF, the undersigned has executed this Signature Page this ____ day of _____, 2021.

For Individual Investors:

For Co-owners (if applicable):

Investor Signature

Investor Signature

Print Name

Print Name

For Entities:

Name of Entity

By (authorized signature)

Print Name and Title

The foregoing subscription for Units of CETS Eco-village NJ, Inc., is hereby accepted.

CETS Eco-village NJ, Inc.

By: _____
Vincent I White CEO

By: _____

Date: _____

Date: _____

Exhibit B

CONFIRMATION OF ACCREDITED INVESTOR STATUS

CETS Eco-village NJ, Inc.
ATTN: Vincent I White,
209 Meadow Creek Drive
Athens, GA 30605
Phone (706) 207-6213
Email: info@cetstechnologies.com

Ladies and Gentlemen:

I, _____, hereby submit this Written Confirmation of Accredited Investor Status in favor of _____ (the “Investor”), in connection with the Investor’s proposed investment in the Company being made in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder) (the “Act”).

I hereby certify that I am:

- _____ Licensed as a registered broker-dealer by the Securities and Exchange Commission (“SEC”) and FINRA.
- _____ Licensed as a registered investment adviser by the SEC under the Investment Advisers Act of 1940, as amended.
- _____ Licensed as an attorney in the [State/Commonwealth] of _____.
- _____ A Certified Public Accountant.

I hereby confirm that I am familiar with the financial condition, income, and/or net worth of the Investor and I have taken reasonable steps to verify the Investor’s status as an “accredited investor,” as such term is defined in Rule 501 of Regulation D of the Act, within three months of this Written Confirmation, and I have determined that the Investor is an accredited investor.

Sincerely,

Signature
Date: _____

Printed Name

Contact Information:

Address: _____

Email: _____ Phone: _____

EXHIBIT C

FOR NON-UNITED STATES (NON-USA) PERSONS ONLY:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISTRIBUTED DIRECTLY OR INDIRECTLY, IN THE USA, ITS TERRITORIES, POSSESSIONS, OR AREAS SUBJECT TO ITS JURISDICTION, OR FOR THE ACCOUNT OR BENEFIT OF A "U.S. PERSON" AS THAT TERM IS DEFINED IN RULE 902 OF REGULATION S OF THE ACT, AT ANY TIME PRIOR TO ONE (1) YEAR AFTER THE ISSUANCE OF THESE SECURITIES, EXCEPT (i) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER SUCH ACT, OR (ii) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

ANY SALES, TRANSFERS, ASSIGNMENTS OR DISTRIBUTIONS OF THE SECURITIES MUST BE MADE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OF THE ACT.

OFFSHORE SUBSCRIPTION AGREEMENT

Dear Subscriber:

You (the "Subscriber") agree to purchase, and CETS Eco-village NJ, Inc., a New Jersey Domestic Corporation (the "Company") agrees to issue to you, units of our Certificates of ownership (the "Units") in our Company. The amount of your purchase is set forth on the signature page. Company will issue the Units to you when full payment by wire transfer is received and you are notified of acceptance by Company.

The following terms and conditions shall apply to this subscription.

1. Subscriber's Representations and Warranties. The Subscriber represents, warrants and agrees that:
 - (1) Information on Company. The Subscriber has been furnished with information concerning the purpose and operations of Company and such other matters as the Subscriber has requested, and has considered all factors the Subscriber deems material in deciding on the advisability of investing in the Units.
 - (2) Information on Subscriber. The Subscriber is experienced in investments and business matters, has made investments of a speculative nature and has such knowledge and experience in financial, tax and other business matters as to enable the Subscriber to utilize the information made available by Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. The Subscriber has the authority and is duly and legally qualified to purchase and own the Units.

The Subscriber specifically warrants that he or she is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

- (3) Purchase of Units. On the Closing Date, the Subscriber will purchase the Units for your own account and not with a view to any sale or other distribution thereof.
- (4) Compliance with Securities Act. The Subscriber understands and agrees that the Units have not been registered in Subscriber's jurisdiction or under the Securities Act of 1933, as amended (the "1933 Act") by reason of their issuance in a transaction that does not require registration under the 1933 Act, and that such Units must be held unless a subsequent disposition is registered under the 1933 Act or is exempt from such registration.

- (5) Restrictive Legend. The Units shall bear the following legend (the "Legend"):

THE LIMITED LIABILITY COMPANY INTEREST UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH UNITS UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE CHIEF EXECUTIVE OFFICER OF Company TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

IN ADDITION, IN NO EVENT MAY UNITS BE OFFERED FOR SALE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF THE SALE THEREOF BY Company, AND THE GENERAL PARTNER WILL NOT RECOGNIZE NOR REGISTER ANY SUCH PURPORTED SALE, TRANSFER, ASSIGNMENT, PLEDGE OR HYPOTHECATION. ANY CONSENT(S) THEREAFTER MAY BE WITHHELD AT THE SOLE DISCRETION OF THE GENERAL PARTNER.

- (6) Transferability. Company need not register a transfer of any Units, and may also instruct its transfer agent not to register the transfer of the Limited Partnership Units, unless the conditions specified in the foregoing Legend and under Regulation S are satisfied, to the extent applicable.
- (7) Correctness of Representations. The Subscriber represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless the Subscriber otherwise duly notifies Company prior to the Closing Date (as hereinafter defined), shall be true and correct as of the Closing Date. The foregoing representations and warranties shall survive the Closing Date.
- (8) Offshore Transaction. The Subscriber represents and warrants to Company as follows:
The Subscriber is not a "U.S. Person" as defined in Regulation S under the 1933 Act ("Regulation S"); specifically, the Subscriber is not:
 - (a) A natural person resident in the United States of America, including its territories and possessions ("United States");
 - (b) A partnership or limited partnership organized or incorporated under the laws of the United States;
 - (c) An estate of which any executor or administrator is a U.S. Person;

- (d) A trust of which any trustee is a U.S. Person;
- (e) An agency or branch of a foreign entity located in the United States;
- (f) A non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (g) A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (h) A partnership or limited partnership:
 - (1) Organized or incorporated under the laws of any foreign jurisdiction; and
 - (2) formed by a U.S. Person principally for the purpose of investing in Units not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts; and/or
 - (3) Purchasing the Units on behalf of any USA person and a sale of the Units has not been pre-arranged with a purchaser in the USA.

At the time, the buy-order for the Units was originated, the Subscriber was outside the United States.

All offers and sales of the Units prior to the expiration of a period commencing on the Closing Date (as defined herein) and ending one year thereafter (the "Distribution Compliance Period") shall only be made in compliance with Regulation S, pursuant to registration of the Units under the 1933 Act and applicable state securities laws or pursuant to an exemption from such registration; and all offers and sales after the expiration of the Distribution Compliance Period shall be made only pursuant to such registration or to such exemption from registration.

The Subscriber understands that the Units are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States and state securities laws and that Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein and in the Subscription Agreement in order to determine the applicability of such exemptions and the suitability of the Subscriber to acquire the Units.

The purchase of the Units by the Subscriber is not a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the 1933 Act.

2. Company Representations and Warranties. Company represents and warrants to and agrees with the Subscriber, except as disclosed in any Reports and Other Written Information, that:
- (1) Organization of the Company, a Corporation duly organized, validly existing and in good standing under the laws of the state of New Jersey;
 - (2) Authority; Enforceability. This Agreement has been duly authorized, executed and delivered by Company and is a valid and binding agreement enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization,

moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity; and Company has full power and authority necessary to enter into this Agreement and to perform its obligations hereunder and all other agreements entered into by Company relating hereto.

(3) The Units. The Units upon issuance:

- (a) Are, or will be, free and clear of any security interests, liens, claims or other encumbrances, subject to restrictions upon transfer under the 1933 Act and State laws;
- (b) Have been, or will be, duly and validly authorized and on the date of issuance on the Closing Date, as hereinafter defined, will be duly and validly issued, fully paid and nonassessable;
- (c) Will not have been issued or sold in violation of any preemptive or other similar rights of the holders of any Units of Company; and
- (d) Will not subject the holders thereof to personal liability by reason of being such holders.

(4) Offshore Transaction. Company has not offered the Units to any person in the United States, any identifiable groups of U.S. citizens abroad or to any "U.S. Person" as that term is defined in Regulation S.

(5) Correctness of Representations. Company represents that the foregoing representations and warranties are true and correct as of the date hereof in all material respects and, unless Company otherwise notifies the Subscriber prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date. The foregoing representations and warranties shall survive the Closing Date.

3. Exempt Offering. This Offering is being made pursuant to an exemption from the registration provisions of the Securities Act of 1933, as amended.

4. Miscellaneous.

(1) Notices. All notices or other communications given or made hereunder shall be in writing and shall be personally delivered or deemed delivered the first business day after being telecopied or emailed (provided that an original copy is delivered by first class mail) to the party to receive the same at its address set forth below or to such other address as either party shall hereafter give to the other by notice duly made under this Section:

(A) if to Company: to CETS Eco-village NJ, Inc. Attn: Vincent I White

(B) if to the Subscriber, to the name, address and fax number set forth on Schedule 1.

(2) Closing. The consummation of the transactions contemplated herein shall take place when Subscriber executes and delivers this document to Company and payment is received by Company. The date Company receives payment in full by wire shall be the closing date (the "Closing Date"). Company will cause the certificate evidencing the Units to be issued to Subscriber within 30 days of the Closing Date and in the manner described by Subscriber following his or her signature below.

- (3) Entire Agreement; Assignment. This Agreement represents the Entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. No right or obligation of either party shall be assigned by that party without prior notice to and the written consent of the other party.
- (4) Execution. This Agreement may be executed by email transmission, and in counterparts, each of which will be deemed an original. Law Governing This Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New Jersey, County of Morris, or in the federal courts with jurisdiction in the state of New Jersey, County of Morris. Both parties and the individuals executing this Agreement and other agreements on behalf of Company agree to submit to the jurisdiction of such courts and waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, disbursements and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement.
- (5) Specific Enforcement; Consent to Jurisdiction. Company and Subscriber acknowledge and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof or there is of, this being in addition to any other remedy to which any of them may be entitled by law or equity.
- (6) Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (7) Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit, extend or describe the scope of this agreement.
- (8) Number and Gender. Whenever the singular number is used in this Agreement and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and natural genders, and the words "person", "he" or "she" shall include a natural person, firm, partnership, corporation, trust, association of other form of legal entity. Any consent or action required or permitted to be given or made by a General Partner may be given or made by the General Partner.
- (9) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile or email copies. The

parties agree that facsimile or email copies of signatures have the same effect as original signatures and any or all of which documents may be signed by the General Partner on behalf of the Limited Partners as their attorney-in-fact.

(10) Waiver. No waiver by any party hereto of any breach of, or default under this Agreement by any other party shall be construed or deemed a waiver of any other breach of or default under this Agreement, and shall not preclude any party from exercising or asserting any rights under this Agreement with respect to any other breach or default.

(11) Translations. The English language version of this Agreement and all related documents shall be the version upon which all legal interpretations will be based. Company shall not be responsible for or bound by the content of any translation of the language contained in this Agreement or any related document.

You hereby acknowledge your acceptance and agreement with the foregoing Subscription Agreement by signing and returning a copy to the undersigned whereupon it will become a binding agreement between us upon our acceptance and signature hereon.

CETS Eco-Village NJ, Inc.	SUBSCRIBER
By:	By:
Vincent I White	Printed Name:
Dated:	Dated:
Number of Units:	Price Per Unit: \$50,000
Total Amount Due to Company: \$	Number of Units subscribed for:
Certificate to Be in Name of:	
E-Mail Address of Subscriber:	
Mailing Address of Subscriber:	

EXHIBIT D

**CETS \$1.5B Eco-Village
1 Eco-Village At A Time**

<i>Startup</i>	
Requirements	
Startup Expenses	
200-Acre Land Purchase for Project development budget	\$1,200,000
LEED Archt/Eng (Eco-Village) Design Master Plan Permitting	\$6,400,000
(ESG) Carbon Credit Cert, Feasibility, Econ Impact Studies	\$500,000
20,000sf Metal Bldg for Waste-to-Energy Sub-Station	\$760,000
Smart Net-Zero Eco-Village Real Estate Dev Appraisal	\$440,000
EV Real Estate Branding/Mktg/Sales & Leasing Prog Budget	\$750,000
Smart City A.I. Blockchain Circular Eco Utilities, Prod, Trade Platform	\$2,500,000
On-site 50-tons per day organic waste disposal, 1-MWh kinetic energy generator	\$9,500,000
2,000 Waste Recycling Containers(95-lbs) sensors for curbside pickup	\$600,000
Project Legal, Accounting and Business Insurance expenses	\$1,000,000
Two Electric Lion8 Refuse Truck with Charging Station Lease Fee	\$250,000
\$1.5B Corporate ESG Green Bond Issue documents underwriting	\$300,000
Working Capital (Admin/Exp) for regional business development program	\$5,700,000
Private Placement Consulting	\$1,500,000
Project Reserve	\$100,000
Total Startup Expenses	\$31,500,000
Total Requirements	\$31,500,000

<i>Sales Forecast</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sales					
Waste to Energy Management	\$0	\$9,450,700	\$670,999,700	\$1,332,548,700	\$1,890,140,000
Leasable units	\$0	\$139,704,800	\$139,704,800	\$139,704,800	\$139,704,800
Individual Devlop. Subscription @ \$1.2K	\$0	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000
Business Devlop. Subscription @ \$3K	\$0	\$30,963,000	\$30,963,000	\$30,963,000	\$30,963,000
Enterprise Mgt. Subscription @ \$25K	\$0	\$250,000,000	\$250,000,000	\$250,000,000	\$250,000,000
Environmental Monitoring Subscr @ \$1.2K	\$0	\$12,000,000	\$12,000,000	\$12,000,000	\$12,000,000
Workforce Development	\$2,250,000	\$2,250,000	\$2,250,000	\$2,250,000	\$2,250,000
Total Sales	\$2,250,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800

<i>Personnel Plan</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Mgt, Support, Adv Brd, Off Exp & Budget	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Total per People/Company Subscriptions	0	500,000	500,000	500,000	500,000
Total Payroll	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

<i>Startup Funding</i>	
Startup Expenses to Fund	\$31,500,000
Total Funding Required	\$31,500,000
Accounts Payable (Outstanding Bills)	\$0
Planned Investment	
Total Planned Investment	\$31,500,000
Loss at Startup (Startup Expenses)	(\$31,500,000)
Total Funding	\$31,500,000

CETS \$1.5B Eco-Village

<i>Pro Forma Profit and Loss</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sales	\$2,250,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800
Gross Margin	\$2,250,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800
Gross Margin %	100.00%	100.00%	100.00%	100.00%	100.00%
Expenses					
Payroll	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Depreciation	\$30,000,000	\$38,461,538	\$38,461,538	\$38,461,538	\$38,461,538
Payroll Taxes	\$0	\$750,000	\$750,000	\$750,000	\$750,000
Workforce development	\$5,250,000	\$5,250,000	\$5,250,000	\$5,250,000	\$5,250,000
Green Bond 3% Coupon	\$0	\$45,000,000	\$45,000,000	\$45,000,000	\$45,000,000
Utilities Agreement Budget	\$0	\$155,667,800	\$155,667,800	\$155,667,800	\$155,667,800
Total Operating Expenses	\$35,250,000	\$250,129,338	\$250,129,338	\$250,129,338	\$250,129,338
Profit Before Interest and Taxes	(\$33,000,000)	\$212,239,162	\$873,788,162	\$1,535,337,162	\$2,092,928,462
EBITDA	(\$3,000,000)	\$250,700,700	\$912,249,700	\$1,573,798,700	\$2,131,390,000
Taxes Incurred	\$0	\$6,367,175	\$26,213,645	\$46,060,115	\$62,787,854
Net Profit	(\$33,000,000)	\$205,871,987	\$847,574,517	\$1,489,277,047	\$2,030,140,608
Net Profit/Sales	-1466.67%	44.53%	75.41%	83.41%	86.64%

<i>Pro Forma Cash Flow</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Received					
Cash from Operations					
Cash Sales	\$2,250,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800
Subtotal Cash from Operations	\$2,250,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800
Subtotal Cash Received	\$1,529,750,000	\$462,368,500	\$1,123,917,500	\$1,785,466,500	\$2,343,057,800
Expenditures					
Expenditures from Operations					
Cash Spending	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Bill Payments	\$5,250,000	\$195,525,251	\$231,250,228	\$251,096,698	\$268,080,771
Subtotal Spent on Operations	\$5,250,000	\$200,525,251	\$236,250,228	\$256,096,698	\$273,080,771
Additional Cash Spent					
Dividends	\$0	\$200,000,000	\$200,000,000	\$200,000,000	\$200,000,000
Subtotal Cash Spent	\$1,505,250,000	\$400,525,251	\$436,250,228	\$456,096,698	\$473,080,771
Net Cash Flow	\$24,500,000	\$61,843,249	\$687,667,272	\$1,329,369,802	\$1,869,977,029
Cash Balance	\$24,500,000	\$86,343,249	\$774,010,521	\$2,103,380,323	\$3,973,357,352

CETS \$1.5B Eco-Village

<i>Pro Forma Balance Sheet</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Assets					
Current Assets					
Cash	\$24,500,000	\$86,343,249	\$774,010,521	\$2,103,380,323	\$3,973,357,352
Total Current Assets	\$24,500,000	\$86,343,249	\$774,010,521	\$2,103,380,323	\$3,973,357,352
Long-term Assets					
Long-term Assets	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000
Accumulated Depreciation	\$30,000,000	\$68,461,538	\$106,923,076	\$145,384,614	\$183,846,152
Total Long-term Assets	\$1,470,000,000	\$1,431,538,462	\$1,393,076,924	\$1,354,615,386	\$1,316,153,848
Total Assets	\$1,494,500,000	\$1,517,881,711	\$2,167,087,445	\$3,457,995,709	\$5,289,511,200
Liabilities and Capital					
Current Liabilities					
Accounts Payable	\$0	\$17,509,724	\$19,140,941	\$20,772,157	\$22,147,040
Other Current Liabilities	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000
Subtotal Current Liabilities	\$1,500,000,000	\$1,517,509,724	\$1,519,140,941	\$1,520,772,157	\$1,522,147,040
Total Liabilities	\$1,500,000,000	\$1,517,509,724	\$1,519,140,941	\$1,520,772,157	\$1,522,147,040
Paid-in Capital					
Paid-in Capital	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000
Retained Earnings	(\$31,500,000)	(\$264,500,000)	(\$258,628,013)	\$388,946,504	\$1,678,223,551
Earnings	(\$33,000,000)	\$205,871,987	\$847,574,517	\$1,489,277,047	\$2,030,140,608
Total Capital	(\$5,500,000)	\$371,987	\$647,946,504	\$1,937,223,551	\$3,767,364,160
Total Liabilities and Capital	\$1,494,500,000	\$1,517,881,711	\$2,167,087,445	\$3,457,995,709	\$5,289,511,200
Net Worth	(\$5,500,000)	\$371,987	\$647,946,504	\$1,937,223,551	\$3,767,364,160

Appendix

<i>Sales Forecast</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales												
Waste to Energy Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Leasable units	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Individual Develop. Subscript @ \$1.2K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Develop. Subscription @ \$3K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Enterprise Mgt. Subscription @ \$25K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environl Monitoring Subscr @\$1.2K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Workforce Development	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Sales	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Appendix

<i>Personnel Plan</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Execs, Mgt, Sup, Adv Brd, Off Exp & Bud	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total per People/Company Subscriptions	0	0	0	0	0	0	0	0	0	0	0	0
Total Payroll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Appendix

<i>Pro Forma Profit and Loss</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Margin	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Margin %	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Expenses												
Payroll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000,000
Payroll Taxes	15% \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Workforce development	\$5,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Green Bond 3% Coupon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities Agreement Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses	\$5,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000,000
Profit Before Int and Taxes	(\$3,000,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$30,000,000)
EBITDA	(\$3,000,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Incurred	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	(\$3,000,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$30,000,000)
Net Profit/Sales	-133.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Appendix

<i>Pro Forma Cash Flow</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Cash Received												
Cash from Operations												
Cash Sales	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtl fr Ops	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtl Cash Rec	\$29,750,000	\$0	\$0	\$0	\$0	\$1,500,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures												
Expendi fr Ops												
Cash Spending	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bill Payments	\$175,000	\$5,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtl Spent Ops	\$175,000	\$5,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additl Spent												
Dividends	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtl Spent	\$175,000	\$5,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000,000
Net Cash Flow	\$29,575,000	(\$5,075,000)	\$0	\$0	\$0	\$1,500,000,000	\$0	\$0	\$0	\$0	\$0	(\$1,500,000,000)
Cash Balance	\$29,575,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$24,500,000

Appendix

<i>Pro Forma Balance Sheet</i>													
	Starting Balances	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Assets													
Current Assets													
Cash	\$0	\$29,575,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$24,500,000
Total Current Assets	\$0	\$29,575,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$24,500,000
Long-term Assets													
Long-term Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000,000
Accumulated Dep	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000,000
Tot Long-term Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470,000,000
Total Assets	\$0	\$29,575,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,494,500,000
Liabilities and Capital													
Current Liabilities													
Accounts Payable	\$0	\$5,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Liabi	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000
Subtotal Current Liabi	\$0	\$5,075,000	\$0	\$0	\$0	\$0	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000
Total Liabilities	\$0	\$5,075,000	\$0	\$0	\$0	\$0	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000	\$1,500,000,000
Paid-in Capital	\$31,500,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000	\$59,000,000
Retained Earnings	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)	(\$31,500,000)
Earnings	\$0	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$3,000,000)	(\$33,000,000)
Total Capital	\$0	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	(\$5,500,000)
Total Liab and Capital	\$0	\$29,575,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,524,500,000	\$1,494,500,000
Net Worth	\$0	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	(\$5,500,000)