

## EXECUTIVE SUMMARY

<b>The Fund</b>	Biosys Capital Partners, LP, a Delaware limited partnership (the “ <b>Fund</b> ”) is a venture capital fund formed to make non-controlling investments primarily in private companies at the intersection of technology and life sciences and does not plan to invest in traditional drug-discovery, diagnostic, and medical-device companies.
<b>The Offering</b>	The Fund is offering its limited partnership interests for investment. The minimum capital commitment is \$10 million, subject to the right of Biosys Capital Management, LLC, a Delaware limited liability company (the “ <b>General Partner</b> ”), to waive this minimum for qualified investors (“ <b>Limited Partners</b> ” and, together with the General Partner, the “ <b>Partners</b> ”). The offering will terminate eighteen months from the date of the initial closing of the Fund.
<b>Size</b>	The Fund is seeking capital commitments of \$150 million. However, the final capitalization may be greater than or less than \$150 million.
<b>General Partner’s Capital Commitment</b>	The General Partner, its members and/or their affiliates will commit to invest in the Fund a sum equal to the lesser of (i) \$15 million and (ii) 10% of the aggregate capital commitments made by Limited Partners (other than members of the General Partner and/or their affiliates) to the Fund (the capital commitments of the Partners being referred to as the “ <b>Capital Commitments</b> ”).
<b>Investment Committee</b>	Boris Nikolic, David Schwarz, Peter Corsell and Hayes Nuss will compose the investment committee which will meet on a regular basis in order to review market conditions and the Fund’s investment strategy. These individuals bring together unique and complementary skill sets in technology and healthcare.
<b>Advisor</b>	Biosys Capital Advisor, LLC, a Delaware limited liability company (the “ <b>Advisor</b> ”), will provide advisory services to the Fund. The Fund will pay the Advisor an annual management fee equal to 2.0% of the Fund’s aggregate Capital Commitments until the fifth anniversary of the final closing date of the Fund and 2.0% of the cost basis of the Fund’s investments thereafter.
<b>Investment Period</b>	The Partners generally will have no obligation to make capital contributions to fund new investments after the fifth anniversary of the final closing of the Fund (the period leading up to such time being referred to as the “ <b>Investment Period</b> ”).
<b>Key Persons</b>	Subject to certain exceptions, the Investment Period will be suspended if Boris Nikolic or Hayes Nuss ceases to provide advice to the Fund or fails to devote such time and effort as is reasonably necessary to oversee the Fund’s affairs.
<b>Removal of General Partner and Early Termination of Investment Period</b>	Limited Partners representing at least two-thirds in interest of the Limited Partners (based on their respective Capital Commitments) will have the right to remove the General Partner and to terminate the Investment Period for “Cause”. Limited Partners representing at least 80%-in-interest of the Limited Partners (based on their respective Capital Commitments) will have the right to remove the General Partner at any time without “Cause”.
<b>Term</b>	The Fund’s term will terminate on the tenth anniversary of the initial closing of the Fund. The General Partner may extend the term of the Fund for up to two additional one-year periods with the approval of more than 50%-in-interest of the Limited Partners (based on their respective Capital Commitments).

- Early Termination** The Fund may be dissolved at any time upon the vote of at least 80%-in-interest of the Limited Partners (based on their respective Capital Commitments).
- Timing of Distributions** Investment proceeds generally, net of any provision for income taxes (including tax distributions to the General Partner) and expenses, will be distributed as soon as practicable after receipt thereof. Current cash receipts from dividends, interest and other non-tax distributions from the Fund's investments net of any provision for income taxes (including tax distributions to the General Partner) and expenses will be distributed at least annually.
- Carried Interest Rate** As discussed below, after the return of the Limited Partners' capital contributions to the Fund, the General Partner will receive a carried interest of 20%.
- Distribution Priorities** Each distribution made to the Partners by the Fund will be apportioned among the Partners as follows: The amount apportioned to the General Partner (and its affiliates, including any Limited Partners that are affiliates of the General Partner) will be distributed to the General Partner (and such affiliates), and the other Partners' apportioned share of any distribution will be distributed as follows:
1. Return of Capital Contributions: First, 100% to the Partners until each Partner has received cumulative distributions from the Fund equal to the aggregate capital contributions to the Fund made by such Partner; and
  2. 80/20 Split: Thereafter, 80% to the Partners and 20% to the General Partner.

*This executive summary (this "Summary") is provided solely for general reference purposes and use by prospective investors and third parties in connection with their consideration of the transactions contemplated hereby and does not, nor is it intended to, provide a complete description of any or all of the terms set forth herein. None of the Fund, the General Partner, the Advisor, or any of their respective affiliates, employees or representatives makes any representations or warranties, express or implied, as to the accuracy or completeness of any of the information contained herein and any recipient hereof is not entitled to rely on the accuracy or completeness hereof. This Summary is qualified in its entirety by reference to the Limited Partnership Agreement, the Subscription Agreement, and the Private Placement Memorandum of the Fund, copies of which will be provided to, and should be carefully reviewed by, each prospective investor prior to making an investment decision. This Summary does not constitute an offer to sell or a solicitation of an offer to buy limited partnership interests of the Fund or any other securities. The sole purpose of this Summary is to assist prospective investors or other third parties in deciding whether to proceed with a further investigation and evaluation of the Fund in connection with their consideration of an investment in or other transaction with the Fund. Each recipient agrees, and the receipt of this Summary serves as an acknowledgment thereof, that the subject matter hereof and all of the information contained herein is of a confidential nature and that the recipient agrees to hold this Summary and all information herein in the utmost and strictest confidence.*