

# MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING made the 31<sup>st</sup> day of December 2015

Between

Minaean SP Construction Corporation (MSPCC), #2050, 1055 West Georgia St., Vancouver, British Columbia, V6E 3P3, Canada

(the "Party No. 1")

Vitals Global Healthcare (VGH) a company registered in Malta, Cross bow House, 78 Paola, Malta

(the "Party No 2 ")

(each a "Party" and together the "Parties").

Whereas;

Party No 1 is in the business of real estate development / infrastructure development, Construction, EPC etc. with expertise in civil construction and structural engineering (including but not limited to stadia and auditoria, airports, hotels, hospitals, skyscrapers, housing, roads, expressways, power plants, etc.).

Party No 2 is in the business of the development and management of world-class Healthcare facilities globally, with a strong track record in the healthcare REIT sector.

## PREAMBLE

- a. The Parties wish to share their separate areas of expertise, to form a consortium/ Alliance, capable of Funding, Designing, Building and Operating Healthcare Facilities for future Clients;
- b. The purpose of this Memorandum of Understanding ("MOU") is to set forth the framework of the alliance and the common understandings of the parties with respect to the focus, activities and operation of the Alliance;
- c. The objective of the Alliance is to secure Healthcare facility Overseas on a PPP basis where Party No. 1 provides Design & Build expertise and Party No. 2 funds and operates healthcare facilities;
- d. The Parties intend to share and collaborate on future Business Development activities where appropriate;



- e. The Parties shall consider any project on a case-by-case basis, and mutually agree on the most appropriate shared use of resources/inputs, depending on the nature of the project.
- f. Each specific project to be pursued and/or executed by the Alliance will be subject to a separate MOU / Agreement that will govern the activities and responsibilities of the parties.

NOW THEREFORE, the Parties in-principle agrees as under:

1. BUSINESS PLAN

Business development can be conducted individually and concurrently depending on clients in each vertical or jointly, in case of new opportunities. Efforts will be made to ensure that each party brings clients to one another. This is essential since each party may have been approached individually. Bringing clients together results in working dynamics for development and offering turnkey healthcare infrastructure development offerings. Once connected to a potential client, the parties offer a joint presentation for services highlighting the "single window" concept.

2. THE OBJECTIVES

- a. The Parties wish to pool their individual strengths and expertise, to provide a comprehensive delivery model for Clients wishing to develop Healthcare projects internationally;
- b. The total delivery solution provided by The Parties will be to Fund, Design, Build and Operate Healthcare facilities, or as defined by the Client requirements of any particular assignment.
- c. The Parties having both common and individual inputs and capabilities shall divide any future project tasks/elements in line with the roles defined in a project specific MOU.
- d. The exact nature and extent of the inputs of The Parties shall be agreed upon on a project-by-project basis, depending on the scope of works, location and if the project is suitable for a joint approach.
- e. Each party shall bear its own costs in fulfilling its commitments to the Alliance as set forth herein. The parties anticipate bearing their own business development / Pre-Bidding costs without compensation unless otherwise agreed. The parties commit to working together to identify the likely costs to be incurred/planned for to enable suitable budgeting for this MoU over time and to review how we do business development together (to maximize the chance of clientele development at optimal cost).
- f. The decision on bidding for specific projects and the commercial terms therein shall be arrived at and agreed upon jointly by all parties.
- g. Notwithstanding the above, The Parties shall retain the liberty to explore their normal individual business potential, without recourse to the other Parties.



- h. Where a Party explores an opportunity as an individual, they shall be solely responsible for all costs in relation to this individual venture.
- i. Final agreements related to exact roles and responsibilities, costs, profits, resources etc. shall be reviewed on a case-by-case basis, and agreed between The Parties prior to commencement of work. In other words, a specific MOU shall be generated per project, depending on the scope of that project.

### 3. ROLES AND FUNCTIONS OF THE PARTIES

- a. The parties recognize that each party brings certain specialized unique skills and talents to the Alliance.
- b. However, all parties agree to undertake & support each other for the following activities;
  - ☐ Identification of prospective Clients & Projects.
  - ☐ Promote effective marketing amongst the Clienteles, indicating the alliance between the parties.
  - ☐ Support for marketing / bidding efforts by virtue of preparing;
    - ☐ Presentations
    - ☐ Design Concepts,
    - ☐ DBR (Design Basis Reports),
    - ☐ Preliminary BOQ (Bill of Quantities),
    - ☐ Budgetary Proposals for prospective Client/s.

### 4. TERM AND TERMINATION

This MOU shall be effective on the date of its execution by the Parties and shall terminate on the occurrence of any of the following events:

- a. On expiry of 24 months from the date of execution.
- b. Any of the Parties request to dissolve this MOU with one months' notice provided
- c. Either of the Parties 'Company' or 'Consultant' being declared bankrupt or prevented from carrying out the business by the Courts of Law.
- d. This MOU is not extended or renewed by the Parties in writing.
- e. Upon mutual agreement.



f. The MOU shall stand terminated with due notice in case of a material breach of Secrecy, Services, and Remuneration obligations stated in this MOU. In case of such material breach the defaulting Party shall be notified within seven days of such breach coming to the notice of the aggrieved Party. In case the defaulting Party is unable to correct the situation to the satisfaction of the aggrieved Party within thirty days, the MOU shall deem to have been terminated.

#### 5. CONFIDENTIALITY

The Parties shall maintain strict confidence in all matters related to this MOU, including all documents, data and information, in writing or tangible form, which may come into the possession or knowledge of the Parties during the term of this MOU, except for any disclosure thereof necessary for performing its duties hereunder and unless mutually agreed between the Parties.

#### 6. COPYRIGHT

The copyright in all marketing materials, drawings, reports, specifications, calculations, schedules, cost plans and other documents produced or to be produced by or on behalf of the Parties in connection with this MOU shall remain jointly vested in the Parties.

#### 7. ENTIRE AGREEMENT

This MOU constitutes the sole and only agreement between the Parties hereto in respect of the subject matter hereof and supersedes any prior understanding or written or oral agreements between the Parties.

#### 8. AUTHORITY OF THE PARTIES AND THEIR REPRESENTATIVES

The contractual responsibilities of the parties to each other, on any particular project opportunity, shall be defined by separate written MOU / agreement applicable to each such project. By executing this MOU, the Parties shall be deemed independent entities, and neither party authorizes the other to act as its agent or representative, except to the extent set forth herein for purposes of the project.

Under no circumstances shall the employees of one party be deemed to be the employees of the other party, nor shall one party have the authority to bind the other. Each party shall indemnify and hold harmless the other from and against any and all damages, costs or expenses (including attorney's fees) arising from any representation, action, or undertaking by the indemnifying party which exceeds or is outside of the scope of this MOU.

#### 9. SETTLEMENT OF DISPUTES



Any dispute arising out of, or in connection with, this MOU, including any questions regarding its existence, validity or termination, which is notified in writing by one Party to another Party, shall be settled amicably between the Parties.

If the Parties fail to reach an amicable settlement within 60 days of the dispute being notified, then such dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of an International Arbitration Centre (the "Rules"). The Rules are deemed to be incorporated, by reference, into this clause.

The arbitration shall be settled by 3 arbitrators, appointed in accordance with the Rules. The seat of arbitration shall be Dubai. The proceedings and all awards shall be in English.

#### 10. COUNTERPARTS

This MOU may be executed in two counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this MOU.

#### 11. MISCELLANEOUS

- a. This MOU shall not constitute, create or in any way be interpreted to create a joint venture, partnership or formal business organization of any kind between the parties and is applicable and valid only for the sole purpose and the intent expressed as above. The parties shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles.
- b. Additional Parties - If the parties consider that the inclusion of new participants is of interest for the association the same shall be made only upon mutual agreement and this MOU could be extended to such agreed participants or alternatively appointed on project to project basis.
- c. Limitation of Liability - The liability, whatsoever under this MOU, shall be limited to the aforementioned contribution towards pre-award expense only by the respective members.
- d. Transparency – The parties would be transparent with each other in all its dealings with concerned agencies, third parties, etc. concerning this MOU. Each party would keep the other party posted of all developments with regard to bidding process and 'the Project work'.
- e. Force Majeure - No Party will be responsible for non-performance of any or all of their obligations under this MOU if such non-performance is due to 'Force Majeure' reasons.
- f. Indemnity - Parties shall indemnify and save harmless each other against and from all costs, claims, damages, expenses, demands, liabilities, causes of action and proceedings of whatsoever nature arising from or contributed to by:



(i) any breach, act or omission by other party, their servants or agents, which results in any liability to the Employer and/or Client the Contract or to any third party; and

(ii) any claim, damage, loss or expense due to or resulting from any negligence or breach of statutory duty on the part of the responsible party, their servants or agents.

Provided that the either party's obligations to indemnify the other against any such costs, claims, damages, expenses, demands, liabilities, causes of action and proceedings shall be reduced to the extent that the same was caused or contributed to by any act, neglect omission or default of that party, their servants or agents.

g. No Assignment - Neither Party shall have the right to assign or transfer the benefit and obligations of the Agreement or any part thereof.

h. Notices - Any notice or other communication in respect of this Agreement may be given in any manner set forth below to the address or number or in accordance with the e-mail or electronic messaging system details provided by one party to the other and will be deemed to be effective as indicated:

i. if in writing and delivered in person or by courier, on the date it is delivered;

ii. if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender);

iii. if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted;

iv. if sent by e-mail, on the date that e-mail is delivered,

v. unless the date of the delivery (or attempted delivery) or that receipt, as applicable, is not a business day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a business day, in which case that communication shall be deemed given and effective on the first following day that is a business day.

i. Amendments - The terms of this Agreement may not be varied without the prior written consent of both the Discloser and the Recipient.

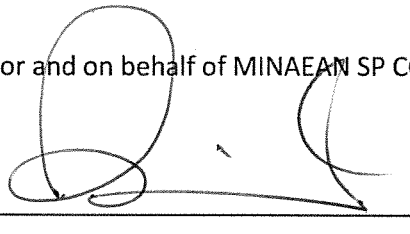
j. Severability of provisions - Any provision of this Agreement which is illegal, void or unenforceable, will be ineffective to the extent only of such illegality, voidness or unenforceability, without invalidating the remaining provisions of this Agreement.



k. Waiver - A failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, remedy, power or privilege under this Agreement by either party will not in any way preclude or operate as a waiver of any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy, power or privilege under this Agreement or as provided by law.

l. IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this MOU on the date first above written.

For and on behalf of MINAEAN SP CONSTRUCTION CORPORATION by:

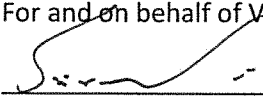


---

Name: Mervyn Pinto

Title: CEO

For and on behalf of Vitals Global Healthcare by:



---

Name: Ram Tumuluri

Title: Director