

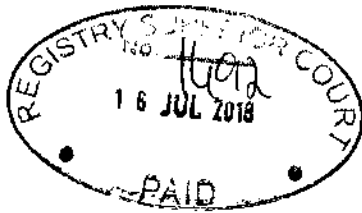
1) Reg: € 1682.25

17/10/18 PW

Fil-Prim Awla tal-Qorti Ċivili

Quddiem l-Onor. Imħallef Dr Anna Felice

349118 AF



Fl-atti tal-kawża fl-ismijiet:

Dr Joseph Mizzi bħala mandatarju speċjali ta' Magini Limited, soċjeta estera b'numru ta' registrazzjoni 20165400478

v.

Vitals Global Healthcare Management Limited (C-70624)

u

Bluestone Investments Malta Limited (C-67975) għal kull interess li jista' jkollha

Prez: € 120.00
D/Reg: € 1682.25
Reg: €
Not: € 4.66
€ 1806.91

Risposta' guramentata ta' Dr Gianluca Cappitta għan-nom u in rappreżentanza tas-soċjeta' konvenuta Bluestone Investments Malta Limited (C67975):

Tesponi bir-rispett:-

1. Illi l-ewwel eċċezjoni tas-soċjeta' konvenuta hija illi l-pretezzjonijiet tas-soċjeta' attriċi kif rappreżentata huma infondati kemm fid-dritt u anke fil-fatt u dan peress illi s-soċjeta Bluestone Investments Malta Limited mhix debitrċi għall-ebda somma kif qed jiġi pretiż minnha. Is-soċjeta' Bluestone Investments Malta Limited hija 'holding company' illi kienet l-azzjonista ta' tliet kumpaniji u ċioe ta' Vitals Global Healthcare Management Company (C-70624), Vitals Global Healthcare Assets Limited (C-70625), u ta' VGH Resources Limited (C81862), liema kumpaniji lkoll kienu magħrufha bħala 'Vitals Global Health Care' (minn issa l-quddiem imsejnin 'Vitals'). Dawn il-kumpaniji ingħatalhom il-konċessjoni sabiex jiġġestixxu tlett sptarjiet f'Malta u Ghawdex u ċioe l-Isptar San Luqa, l-Isptar Karin Grech u l-Isptar ta' Ghawdex.

Sabiex jiġu finanzjati l-operat ta' dawn il-kumpaniji, dawn l-istess kumpaniji kienu fittxew finanzjament mingħand is-soċjeta' attriċi u entitajiet oħra. Dan il-

finanzjament sar b'zewġ modi; jew billi għaddew hlasijiet tramite s-soċjeta konvenuta Bluestone Investments Malta Limited, liema hlasijiet kienu intiżi sabiex dawn jingħaddu lill-kumpaniji 'Vitals' principarjament li Vitals Global Healthcare Management Limited għal ġestjoni tal-konċessjoni; jew inkella billi l-finanzjament sar direttament lil-foranturi li ssuplixxew xi servizz jew iehor lill-kumpaniji 'Vitals'. Għaldaqstant, kwalunkwe hlas li kien sar lis-soċjeta Bluestone Investments Malta Limited, is-soċjeta Bluestone Investments Malta Limited għaddiet dawn il-hlasijiet lil 'Vitals' għal-operat tagħhom u għalhekk l-finanzjament effettivament ma sarx lil Bluestone Investments Malta Limited iżda l-aħħar riċevitur kien dejjem il- 'Vitals'. Bluestone Investments Malta Limited kienet sempliciment 'vettura' sabiex ingħaddew dawn il-flus.

2. Illi l-unika raġuni ilgħaliex il-bilanċ tas-somma pretiża ġiet trasferita f'kont miżmum f'isem is-soċjeta' konvenuta Bluestone Investments Malta Limited hija sempliciment minhabba l-fatt illi din tal-aħħar kellha kont bankarju li seta' jirċievi flejjes f'dollaru Amerikan filwaqt illi l-kumpaniji taħt il-kappa 'Vitals', ma kelliex kont li jista jirċievi flejjes f'dollaru Amerikan. Għaldaqstant kien hawnhekk illi s-soċjeta konvenuta Bluestone Investments Limited intużat bhala vettura sabiex ikunu jistgħu jingħaddu dawn il-flus mill-kreditur għall-operat tal-kumpaniji taħt il-kappa 'Vitals';
3. Illi permezz ta' Share Purchase Agreement datat l-ewwel (1) ta' Frar 2018 u Supplementary Share Purchase Agreement datat is-sittax (16) ta' Frar 2018, il-kumpaniji tal-'Vitals' ġew trasferiti minn Bluestone Investments Malta Limited lill-Steward Healthcare International Limited u dan kif jixhed id-dokumenti hawn anness u mmarkat bhala Doks A. Kif jixhdu dawn id-dokumenti ta' 'share purchase agreement', il-kumpanija Steward Healthcare International Limited li hija l-kumpanija li akkwistat il-kumpaniji tal-'Vitals' qabliet illi hija tħallas lil kredituri u cioe fosthom lir-rikorrenti jekk dawn il-kredituri kienu ffinanzjaw l-operat tal-konċessjoni, kif fil-fatt kien il-każ. Għaldaqstant, ma jistax jingħad għir illi dawn l-obbligi ta' hlas lura lill-kredituri u fosthom lis-soċjeta' attriċi ġew assunti mis-soċjeta Steward Healthcare International Limited u in vista ta' dan kollu wiehed ma jistax jibqa jsostni illi l-kumpanija Bluestone Investments Malta Limited għada b'xi mod responsabbli għall dan il-kreditu.

Illi r-rikorrenti jaf b'dawn il-fatti personalment u għaldaqstant m'għandu l-ebda pretenzjoni valida għat-talbiet tiegħu;

Salv eċċezzjonijiet oħra.


Avv. Gianluca Cappitta

Mifsud & Mifsud Advocates,
123, Melita Street,
Valletta

Avv. Cedric Mifsud


P.L. Davina Sullivan

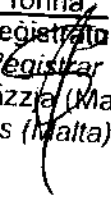
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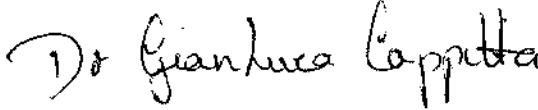
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bla dolva B'dok wiehed (1) dokumenti

QRATI TAL-GUSTIZZJA
IFFIRMATA MAHLUFA QUDDIEMI

ILLUM 16 JUL 2018

Sharon Tonna
Deputat Registratur


Sharon Tonna
Deputat Registratur
Deputy Registrar
Qrati tal-Gustizzja (Malta)
Law Courts (Malta)


1-D 40790 m

Fil-Prim Awla tal-Qorti Ċivili

Quddiem l-Onor. Imhalled Dr Toni Abela

Fl-atti tal-kawża fl-ismijiet:

**Dr Joseph Mizzi bħala mandatarju
speċjali ta' Saumel Luft, detentur ta'
passaport Kanadiż b'numru
HM913661**

v.

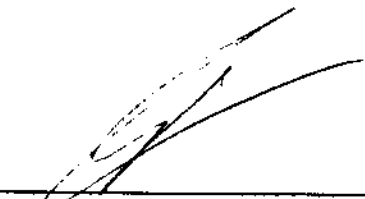
**Vitals Global Healthcare
Management Limited (C-70624)**

u

**Bluestone Investments Malta
Limited (C-67975) għal kull interess
li jista' jkollha**

Lista ta' dokumenti:-


**Doks A: Share Purchase agreement datat l-ewwel (1) ta' Frar 2018 u Supplementary
Share Purchase Agreement datat is-sittax (16) ta' Frar 2018**



Avv. Gianluca Cappitta
Mifsud & Mifsud Advocates,
123, Melita Street,
Valletta

Avv. Cedric Mifsud

P.J. Davina Sullivan


MAD: 123456789
LEGAL PROFESSIONAL

Fil-Prim Awla tal-Qorti Ċivili

Quddiem l-Onor. Imhalled Dr Toni Abela

Fl-atti tal-kawża fl-ismijiet:

**Dr Joseph Mizzi bhala mandatarju
speċjali ta' Saumel Luft, detentur ta'
passaport Kanadiż b'numru
HM913661**

v.

**Vitals Global Healthcare
Management Limited (C-70624)**

u

**Bluestone Investments Malta
Limited (C-67975) ghal kull interess
li jista' jkollha**

Lista tax-xhieda:-

Rappreżentant u ipjegati tas-soċjeta attriċi sabiex jixhdu dwar il-fatti

Rappreżentant u eks-diretturi tas-soċjeta konvenuta Vitals Global Healthcare
Management Limited

Rappreżentant u eks-diretturi tas-soċjeta konvenuta Bluestone Investmetns Malta
Limited

Rappreżentanti ta' banek lokali u esteri


B'riserva li jitressqu xhieda ulterjuri



Avv. Gianluca Cappitta

*Mifsud & Mifsud Advocates,
123, Melita Street,
Valletta*

Avv. Cedric Mifsud



P.L. Davina Sullivan

NOTIFIKI:

LEGALPROCURATO

Doks A
Vera Kopja
Dr Gianluca Cappitta LL.D.
Mifsud & Mifsud Advocates
123 Melita Street
Valletta VLT 1123 Malta

16-7-2018

DATED

1 February 2018

BETWEEN

(1) BLUESTONE INVESTMENTS MALTA LIMITED

AND

(2) STEWARD HEALTHCARE INTERNATIONAL LIMITED

Agreement for the sale and purchase of the entire share capital of Vitals Global Healthcare Limited
dated 21 December 2017
(as amended and restated on 1 February 2018)

This agreement is made on 1 February 2018

PARTIES

- (1) **Bluestone Investments Malta Limited**, a private limited liability company incorporated and registered in Malta with company number C67975 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta, represented hereon by Sri Ram Tumuluri (Canadian Passport Number HP116738) as duly authorised in terms of the Memorandum and Articles of Association of the company, (the Seller); and
- (2) **Steward Healthcare International Limited**, a private limited liability company incorporated and registered in Malta with company number C83293 whose registered office is at 171, Old Bakery Street, Valletta, VLT 1455, Malta, represented hereon by Armin Ernst duly authorised (the Buyer),

(together, the Parties and each a Party).

BACKGROUND

- (1) The Parties entered into an agreement dated 21 December 2017 for the sale and purchase of the entire issued share capital of Vitals Global Healthcare Limited (the Original SPA).
- (2) The Parties have agreed to amend and restate the Original SPA as set out in this agreement.
- (3) This agreement immediately comes into effect upon its execution by the Parties.

AGREED TERMS

1. Definitions and interpretation

- 1.1 Terms defined in the Original SPA shall have the same meaning when used in this agreement, unless defined below. In addition, the definitions below apply in this agreement.

Restated SPA: means the Original SPA as amended and restated by this agreement in the form set out in Schedule A.

Original SPA: has the meaning given to it in recital (1).

- 1.2 The rules of interpretation of the Original SPA shall apply to this agreement as if set out in this agreement save that references in the Original SPA to "this Agreement" shall be construed as references to this agreement.

- 1.3 Unless the context otherwise requires, references in the Original SPA to "this Agreement" shall be to the Original SPA as amended and restated by this agreement.

- 1.4 In this agreement:

- 1.1.1 any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule of this agreement;
 - 1.1.2 clause and Schedule headings are for ease of reference only; and
 - 1.1.3 any references to "agreed form" means in relation to any document, that document in the form approved by each Party and as appended to this agreement for identification purposes.
- 1.5 The Schedules and annexures forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

2. Restatement of the Original SPA

In consideration of the mutual undertakings each party gives to the other in this agreement and in the Restated SPA, with effect on and from the date of this agreement the Original SPA shall be amended and restated in the form set out in Schedule A so that the rights and obligations of the parties to the Restated SPA shall, on and from that date, be governed by and construed in accordance with the provisions of the Restated SPA.

3. Continuity

The provisions of the Original SPA shall, save as amended in this agreement, continue in full force and effect, and shall be read and construed as one document with this agreement.

4. Miscellaneous

- 4.1 The provisions of clause 9 of the Original SPA shall apply to this agreement, as if set out in full and so that references in those provisions to "this Agreement" shall be construed as references to this agreement and references to "Party" or "Parties" shall be construed as references to Parties to this agreement.
- 4.2 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

5. Governing law and jurisdiction

- 5.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Malta.
- 5.2 Each Party irrevocably agrees that the courts of the Republic of Malta shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule A

ENCLOSED

SCHEDULE A TO THE AMENDED AND RESTATED SPA

DATED

1 February 2018

BETWEEN

(1) BLUESTONE INVESTMENTS MALTA LIMITED

AND

(2) STEWARD HEALTHCARE INTERNATIONAL LIMITED

Agreement for the sale and purchase of the entire share capital of Vitals Global Healthcare Limited

THIS AGREEMENT IS MADE ON 1 February 2018

PARTIES

- (1) **Bluestone Investments Malta Limited**, a private limited liability company incorporated and registered in Malta with company number C67975 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta, represented hereon by Sri Ram Tumuluri (Canadian Passport Number HP116738) as duly authorised in terms of the Memorandum and Articles of Association of the company, (hereinafter the 'Seller'); and
- (2) **Steward Healthcare International Limited**, a private limited liability company incorporated and registered in Malta with company number C83293 whose registered office is at 171, Old Bakery Street, Valletta, VLT 1455, Malta, represented hereon by Armin Ernst duly authorised (hereinafter the 'Buyer'),

(the Seller and the Buyer shall hereinafter be referred to as the 'Parties' and each a 'Party').

BACKGROUND

- (1) The Seller has agreed to sell and the Buyer has agreed to buy the Sale Shares subject to the terms and conditions of this Agreement.
- (2) This Agreement immediately comes into effect upon the execution of this Agreement by the Parties.

AGREED TERMS

1. Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Accounting Period:

- (a) in relation to the Company and each of its Subsidiaries (other than VGH Resources Limited), each period (i) commencing on the date of its incorporation and ending on 31 December 2015, (ii) commencing on 1 January 2016 and ending on 31 December 2016 and (iii) commencing on 1 January 2017 and ending on 31 December 2017; and
- (b) in relation to the VGH Resources Limited, the period commencing on the date of its incorporation and ending on 31 December 2017.

Accounts Dates: each of 31 December 2015, 31 December 2016 and 31 December 2017.

Accounts: the audited individual company accounts of the Company and each of the Subsidiaries (prepared in accordance with all applicable prevailing laws, regulations and accounting standards) for each Accounting Period, including the statement of its financial position as at each Accounts Date, and the income statement and statement of other comprehensive income OR statement of comprehensive

income (as the case may be), the statement of cash flows and statement of changes in equity for the accounting period ending on each Accounts Date, and the related notes to the accounts as required by all applicable prevailing laws, regulations and accounting standards.

Affiliate: means, in relation to any person, (A) any other person controlled by such person or (B) any other person controlling such person alone or jointly with one or more other persons. For purposes of this definition, "control" means the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power) that the affairs of such other person are conducted in accordance with his or its wishes, and "controlled" and "controlling" shall be construed accordingly.

Agreed Liabilities List: has the meaning given to it in clause 3.2.

Agreement Date: 31 January 2018.

Assets Co: Vitals Global Healthcare Assets Limited.

Business Day: a day other than a Saturday, Sunday or public holiday in Malta when banks in Valletta are open for business.

Company: Vitals Global Healthcare Limited, a private limited company incorporated and registered in Malta with company number C70546, whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta, further details of which are set out in Part 1 of Schedule 1.

Completion Date: the date of the effective transfer of the Sale Shares.

Completion: completion of the sale and purchase of the Sale Shares in accordance with this Agreement.

Concession Agreements: the Services Concession Agreement, the Health Services Delivery Agreement, the Labour Supply Agreement and a Deed of Emphyteusis entered into by the Government with VGH Group governing the Concession including the use of the Hospital Sites under title of emphyteusis.

Concession: the concession granted by the Government of the Republic of Malta to the VGH Group in terms of the Concession Agreements, to redevelop and operate the Hospitals.

CS Long Stop Date: 15 March 2018.

Director: each person who is a director or shadow director of the Company or any of the Subsidiaries, as set out in Schedule 1.

Disclosed: fairly, fully, clearly and accurately disclosed (with sufficient detail to identify the nature and scope of the matter disclosed) in writing to the Buyer in the Data Room prior to the Completion Date and **Disclose** shall be construed accordingly.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Group Guarantees: any and all guarantees lawfully and properly provided by the parent or by an Affiliate of the Seller or by any other person (other than by any of the companies forming part of the VGH Group for one another), including any of the Directors and or the ultimate beneficial owners of the Seller, thereby acting solely and lawfully as surety for the Company and/or any of the Subsidiaries and incurred in connection solely for the Concession, whether counter - guaranteed or collateralized the Seller or by any entity forming part of the VGH Group or otherwise (without any double counting).

Government: has the meaning given to it in clause 6.

Hospital Sites: the land, including overlying buildings and facilities, where the Hospitals are situated.

Hospitals : St Luke's Hospital, Karen Grech Hospital situated in Gwardamangia (Pieta') Malta, and the Gozo General Hospital situated in Rabat, Gozo.

Listed Creditors: has the meaning given to it in clause 3.3.

Management Accounts: the unaudited consolidated statement of its financial position as at the Completion Date, the unaudited consolidated income statement and the unaudited consolidated cash flow statement of the Company and the Subsidiaries (including any notes thereon) for the period commencing on 1 January 2018 and ending on the Completion Date, and prepared in accordance with this Agreement.

Management Co: Vitals Global Healthcare Management Limited.

MTrace and Technoline Conditions Subsequent: the entry into each of the MTrace Loan Agreement, MTrace Security Documents, Technoline Loan Agreement and Technoline Security Documents by the parties thereto.

MTrace Loan Agreement: has the meaning given to it in clause 7.11.2.

MTrace Security Documents: has the meaning given to it in clause 7.11.2.

Proposed Liabilities List: has the meaning given to it in clause 3.2.

Purchase Price: has the meaning given to it in clause 3.1.

Sale Shares: the one thousand two hundred (1,200) ordinary shares of EUR one (1) each in the Company, all of which are issued and fully paid.

Seller Conditions Subsequent: each matter set out in clause 7.9.1.

Subsidiaries: the companies, brief details of which are set out in Part 2 of Schedule 1, each a Subsidiary.

Technoline Loan Agreement: has the meaning given to it in clause 7.11.4.

Technoline Security Documents: has the meaning given to it in clause 7.11.4.

Term: the period commencing from (and including) 21 December 2017 and ending and up to (and including) the Completion Date or, if earlier, the date of termination of this Agreement in accordance with its terms.

Transaction Documents: this Agreement and any document entered into by the Parties (or other persons) pursuant to this Agreement in connection with the transactions contemplated in this Agreement.

VGH Group: the Company and the Subsidiaries.

Warranties: the warranties set out in Schedule 3.

1.2 Interpretation

- 1.2.1 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.2.2 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns, and references to a party shall include that party's successors and permitted assigns.
- 1.2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 Any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule of this Agreement.
- 1.2.6 Clause and Schedule headings are for ease of reference only and do not affect interpretation.
- 1.2.7 References to a document in "agreed form" are to that document in the form agreed by the Parties.
- 1.2.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.9 A reference to this Agreement or any other agreement or document referred to in this Agreement, is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.2.10 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

2. Sale and Purchase

- 2.1 Subject to clause 2.2, the Seller hereby undertakes to, on the Completion Date, transfer unto the Buyer which accepts the Sale Shares, with full title guarantee and free from all Encumbrances, together with all rights attached or accruing to them.
- 2.2 The Buyer acknowledges and agrees that certain Encumbrances may exist over the Sale Shares at Completion pursuant to the following agreements:

- 2.2.1 the agreement between the Seller, the Company and Samuel Luft dated 12 October 2017;
- 2.2.2 the agreement between VGH and Sharpoorji Pallonji Mideast LLC dated 22 February 2016;
and
- 2.2.3 the agreement between the Seller and Ashok Rattehalli dated 12 May 2015.

3. **Purchase Price and additional payment**

- 3.1 The consideration payable by the Buyer to the Seller for the Sale Shares shall be one Euro (€1.00) (the **Purchase Price**). The Purchase Price is being set and agreed as net of tax in the hands of the Seller and the Buyer shall therefore be responsible to pay any and all taxes due and payable by the Seller in Malta on the transfer of the Sale Shares and this is without prejudice to the Buyer's responsibility qua transferee to pay any duty in Malta on the acquisition of the Sale Shares.
- 3.2 The Seller has provided to the Buyer by 29 December 2017, details of what the Seller considers to be all lawfully and properly incurred direct and indirect liabilities, obligations and other commitments of the VGH Group incurred solely in connection with the Concession which shall include, for the avoidance of any doubt, details of the Group Guarantees (the **Proposed Liabilities List**). The Buyer acknowledges receipt of the Proposed Liabilities List. During the Term, the Parties shall enter into *bona fide* negotiations, with each Party acting reasonably and in good faith, to agree in writing on the items on the Proposed Liabilities List that the Buyer shall, if it is satisfied that such liabilities are properly and lawfully incurred on behalf of the VGH Group solely in connection with the Concession (the **Agreed Liabilities List**), shall assume the liability to discharge the Agreed Liabilities List, in addition to the Purchase Price. The Seller confirms that the Proposed Liabilities List (as updated prior to Completion) Discloses all properly and lawfully incurred financial liabilities of the Company and each Subsidiary which have been incurred solely in connection with the Concession other than as Disclosed under the Operational Liabilities List. The Seller shall also provide an up to date list of all customary business and operational liabilities of the VGH Group prior to Completion (the **Operational Liabilities List**).
- 3.3 The Seller shall endeavour to facilitate negotiations between the Buyer and the creditors listed in the Proposed Liabilities List (the **Listed Creditors**) as soon as possible after Completion and up to the 1st anniversary of Completion, thereby giving the Buyer and the Listed Creditors the opportunity to agree to the terms of the settlement of the respective amounts due to the Listed Creditors.

4. **Conduct of business during the Term**

- 4.1 During the Term and until Completion, the Seller shall procure that the Company and each Subsidiary shall:
 - 4.1.1 carry on the business in the normal course and with Buyer's prior written consent, acting reasonably and in good faith, in respect of all material matters including entering into any contractual or other commitment or paying any amount; and
 - 4.1.2 promptly notify the Buyer in writing of any material change in the business, financial position or assets of the Company or any of the Subsidiaries.
- 4.2 During the Term and until Completion :

4.2.1 the Buyer shall be responsible for promptly funding the ordinary course of business operations of the Company and the Subsidiaries as required under the Concession Agreements (other than the construction obligations); and

4.2.2 jointly with the Seller, the Buyer shall be responsible for the operation and management of the business and affairs of the Company and the Subsidiaries,

provided that the practical manner in which such matters will be carried out will be agreed between the Parties in writing (acting reasonably and in good faith).

4.3 If the Buyer is in breach of its obligations under clause 4.2.1, then clause 9.11 shall apply.

5. Completion

5.1 Completion shall take place at such place as the Parties shall agree.

5.2 Completion is subject to and conditional upon:

5.2.1 there being, in the Buyer's reasonable opinion, no judgment, injunction, undertaking or decree or other imposition or impediment being in force or existence which may prevent or hinder any of the transactions contemplated in this Agreement or which may be in breach of any laws or orders, judgments or injunctions having the force of law. In particular, each Party agrees that Completion cannot occur until the warrant of prohibitory injunction (number 157/2018) issued by First Hall Civil Court in the matter of Ashok Rattehalli vs Bluestone Investments Malta Limited and Vitals Global Healthcare Limited is withdrawn or removed in any other manner to the entire satisfaction of the Buyer;

5.2.2 there being, in the Buyer's reasonable opinion, no fact, matter, event, circumstance, condition or change in existence which could reasonably be expected to materially and adversely affect, the business, operations, assets, liabilities, condition of the Company or the Subsidiaries or result in the loss or impairment of or any default under any agreement, licence, authorisation or consent required by the Company or any of its Subsidiaries for the purposes of its business;

5.2.3 the payment of any components of the Purchase Price which are payable on or before the Completion Date in accordance with clause 3; and

5.2.4 completion of the actions listed in Schedule 2.

5.3 The Buyer may, to such extent as it thinks fit (in its absolute discretion), waive in writing any of the conditions referred to in clause 5.2 and any of the Seller's obligations listed in Schedule 2 other than the condition referred to in clause 5.2.3 and the obligations listed in paragraphs A3 and A4 of Schedule 2. Completion shall occur on the date that each of the conditions set out in clause 5.2 have either (a) been satisfied to the reasonable satisfaction of the Buyer or (b) waived by the Buyer, where entitled to waive such condition or obligation.

5.4 All payments to be made by a Party to the other Party under the Transaction Documents shall be made in Euro (or any other currency agreed in writing by the Parties) (a) by electronic transfer of immediately and freely available funds to that Party's bank account that is nominated in writing by such Party or (b) in any other manner agreed in writing between the Parties. Payment in accordance with this clause

shall be a good and valid discharge of the obligations of any Party to pay the other party the sum in question.

5.5 This Agreement (other than obligations that have already been fully performed) remains in full force and effect after Completion.

5.6 Subject to clauses 4.3 and 9.11, the Seller undertakes that during the Term, the Seller shall not commence, enter into, undertake or continue negotiations about a potential transaction (whatsoever) with a third party or seek, encourage or respond to any approach that might lead to negotiations relating to a potential transaction with a third party, which may overlap with the transactions contemplated in this Agreement.

5.7 The Seller shall Disclose all Group Guarantees prior to Completion. On Completion, the Buyer shall:

5.7.1 either provide alternative guarantees thereby replacing and procuring the release of any Group Guarantees; or

5.7.2 provide a written plan reasonably satisfactory to the Seller (acting in good faith and reasonably) as to the manner in which the Group Guarantees will be settled, replaced or addressed.

5.8 If, during the Term:

5.8.1 the Buyer becomes aware of the existence or occurrence of any fact, matter, event, circumstance, condition or change which could reasonably be expected to materially and adversely affect, the business, operations, assets, liabilities, condition of the Company or the Subsidiaries, then the Buyer shall be entitled to immediately terminate this Agreement by giving a written notice to such effect to the Seller; or

5.8.2 the Buyer is in material breach of its obligations in clause 4.2.1, then clause 9.11 shall apply.

6. Government Consent

6.1 The transfer of the Sale Shares shall be subject to the approval of this Agreement by the Government of the Republic of Malta (the Government), including the transfer of the Sale Shares to the Buyer, as well as receipt by the Parties of a declaration in writing from the Government confirming that completion of the transactions contemplated in this Agreement (in, particular, the transactions described in clause 2) constitutes for all intents and purposes of the Concession Agreement financial close in satisfaction of the VGH Group's obligations to finance the Concession, including *inter alia* the obligations arising from clause 1 of the Side Letter entered by and between the Government and the VGH Group dated 23 June 2017.

6.2 Such approval and declaration shall be requested in writing by the Seller immediately following conclusion of this Agreement. The Buyer shall collaborate fully with the Seller in this regard and shall provide the same with any and all information as the Government may require to issue such approval and declaration.

7. Covenants

7.1 Further assurances and information

- 7.1.1 The Seller shall, and shall procure that any relevant third party shall, promptly execute and deliver such documents and perform such acts as the Buyer may require from time to time for the purpose of giving full effect to this Agreement (and other Transaction Documents) and in relation to the Company's and each Subsidiary's (and if required, any related business's or entity's) conduct of its business.
- 7.1.2 The Buyer shall (and shall procure that after Completion, the VGH Group shall), to the extent strictly necessary (acting reasonably), provide the Seller (or to such other person as the Seller shall promptly direct in writing) with such information relating to the VGH Group as is requested in writing by the Seller and which is strictly necessary for the preparation, compilation and filing of any financial statements, tax returns or other statutory filings or as required by applicable laws and regulations.
- 7.1.3 The Seller shall, and shall use its best endeavours to ensure that any relevant third party shall, continue to Disclose the liabilities which have been properly and lawfully incurred by the Company and its Subsidiaries solely in connection with the Concession prior to Completion provided that if such information cannot be Disclosed prior to Completion despite the Seller using its best endeavours, the Seller shall Disclose such information after Completion as soon as possible but in any event within thirty (30) days of Completion.
- 7.1.4 Each Party shall, and shall procure that any relevant third party (and, in particular, the Seller shall procure that Mr. Sri Ram Tumuluri) shall:
- (a) act reasonably and in good faith at all times; and
 - (b) promptly execute and deliver such documents and perform such acts,
- as may reasonably be required for the purpose of giving full effect to this Agreement and other Transaction Documents.
- 7.1.5 The Seller shall, and shall procure that any relevant third party shall (Mr. Sri Ram Tumuluri, in particular), promptly provide to the Buyer, its agents and representatives until the first (1st) anniversary of Completion, with such information and clarifications relating to the Seller, its Group, the Company and its Subsidiaries, and their respective business, as may be necessary in connection with the transactions contemplated in this Agreement.
- 7.1.6 The Seller confirms that all information relating to the Company and its Subsidiaries which is known or would on reasonable enquiry be known to the Seller, its directors or shareholder(s) (in particular, Mr. Sri Ram Tumuluri) and which is material to be known by a purchaser for value of the Sale Shares has been Disclosed to the Buyer in writing prior to the Completion Date.

7.2 Compliance with the Agreement and Non Disparagement

- 7.2.1 The Parties agree to fully abide by their respective obligations under this Agreement.
- 7.2.2 The Parties acknowledge that in order to protect the legitimate business interests of the other Party and its Group, each Party covenants with the other Party for itself and as agent for each member of its Group (and shall procure that any relevant third party shall including any beneficial owner) that it shall not at any time, say or communicate anything defamatory (whether in public or private) to any person which may be harmful, in any manner

whatsoever, to the reputation or the business of the other Party or any member of its Group or any of its directors, officers, employees, agents, or representatives save where required by applicable laws or regulations.

7.3 Other covenants

The Seller:

- 7.3.1 shall not, and shall procure that each member of its Group shall not, do or suffer anything whatsoever (whether by any act or omission), including by exercising its voting rights and other powers, in a manner which would (a) prevent or hinder the Buyer from exercising its rights under this Agreement, or (b) materially or adversely affect the business and condition of the Company and/or of the Subsidiaries;
- 7.3.2 agrees that for so long as any Sale Shares remain registered in its name it will hold on trust for and pay or deliver to the Buyer any distributions or notices, documents or other communications which may be received after the Agreement Date by the Seller in its capacity as a member of the Company from the Company or any third party; and
- 7.3.3 with effect from Completion Date and until such time as the Buyer is registered as a member of the Company, irrevocably appoints the Buyer to be Seller's attorney pending the Buyer's registration as a member of the Company with power on the Seller's behalf to execute and deliver all deeds and documents and to do all acts and things and exercise all rights which the Buyer would be entitled to execute, deliver and do and exercise if the Buyer was registered as the holder of the Sale Shares with power to sub-delegate this power and power to appoint a substitute attorney in addition to the Buyer and, on request by the Buyer, ratify all documents executed and acts done by the Buyer as its attorney.

7.4 Warranties

The Seller warrants to the Buyer that each Warranty is true, accurate and not misleading.

7.5 Conditions Subsequent

The Seller shall procure that each Seller Conditions Subsequent is satisfied on or prior to date on which each Seller Conditions Subsequent is due to be satisfied, provided that the Buyer shall have the right to waive (in writing) any of the Seller Conditions Subsequent at the Buyer's sole discretion.

7.6 The Accounts

- 7.6.1 Each Party shall work in good faith and in a collaborative manner to ensure that the Company's and each Subsidiary's Accounts (as prepared by the Buyer's nominated accountant), are:
 - (a) duly prepared and audited by the CS Long Stop Date;
 - (b) show a true and fair view of the state of affairs of the Company and each Subsidiary to which they relate as at each Accounts Date, and of its profit or loss and total comprehensive income for the accounting period ended on each Accounts Date;
 - (c) have been properly prepared in accordance with all applicable laws, regulations and appropriate accounting policies, estimation techniques and standards;

- (d) duly, properly and lawfully reflect incurred liabilities for the Company and its Subsidiaries, in particular, the Concession Agreements.
- (e) comply with the requirements of the all applicable laws, regulations and standards;
- (f) (save as the Accounts may expressly disclose) are not affected by any extraordinary, exceptional or non-recurring items; and
- (g) have been audited by a reputable firm registered to act as auditors in Malta.

7.6.2 Each Party shall work in good faith and in a collaborative manner to ensure that the Company's and each Subsidiary's Management Accounts are duly prepared and audited by the CS Long Stop Date (as prepared by the Buyer's nominated accountant) and have been prepared on a basis consistent with that employed in preparing the Accounts (including as per clause 7.6.1) and fairly represent the assets and liabilities and the profits and losses or income and expenditure of the Company and each Subsidiary as at the date and in respect of the period to which they relate.

7.7 Mr. Samuel Luft, Mount Everest General Trading LLC

If:

- 7.7.1 the Seller has Disclosed the liabilities owed to (a) Mr. Samuel Luft and (b) Mount Everest General Trading LLC; and
- 7.7.2 such liabilities are lawfully and properly incurred liabilities of the VGH Group which were incurred solely in connection with the Concession and such liabilities are verifiable through proper documents and records; and
- 7.7.3 each of the persons referred to in clause 7.7.1, have entered into an agreement for termination, settlement and release with the Buyer and / or the VGH Group in an agreed form or the arrangements with each of them have been settled in a form reasonably acceptable to the Buyer,

then, in consideration, the Buyer will procure that the liabilities referred to in this clause will be settled as soon as possible after Completion and will endeavour to do so within seven (7) days of the Agreement Date.

7.8 Ram Directorship Contract

In relation to the directorship agreement dated 30 June 2017 amongst the Company, Management Co, Assets Co and Mr. Sri Ram Tumuluri (bearer of the Canadian passport number GK868101) (Ram Directorship Contract), the Parties hereby agree as follows:

- 7.8.1 the Seller shall procure that such Ram Directorship Contract is terminated on or prior to Completion by the parties to such Ram Directorship Contract entering into an agreement for termination, settlement and release in a form agreed between the Parties (Ram Termination, Settlement and Release Agreement); and
- 7.8.2 upon executing the Ram Termination, Settlement and Release Deed pursuant to clause 7.8.1 above, Mr. Sri Ram Tumuluri shall not be entitled to receive any bonus or any other payment whatsoever under such directorship contract or similar arrangement save that an

amount equal to Mr. Sri Ram Tumuluri's accrued and unpaid salaries under the Ram Directorship Contract shall be paid by the Company, Management Co and Assets Co as the case may be and as soon as possible but in any event within 5 days after the date on which Accounts and the Management Accounts have been prepared and audited in accordance with clause 7.6.

7.9 Certain intra-group and third party arrangements

7.9.1 The Seller shall procure using its best endeavours (and in so far as it is able to do so) and the Buyer shall procure that Management Co after Completion (to the extent necessary) that:

- (a) subject to the transactions contemplated in clauses 7.9.1 (b) being implemented, as soon as possible but in any event prior to the CS Long Stop Date, the intercompany agreement between VGH International Limited (a Jersey entity) (VGHI Jersey) and Management Co dated 26 June 2017 (the ICA 1) is terminated and the Seller shall further procure that (1) from the Agreement Date no demand is made for any commission or similar payments under the ICA 1, whether accrued or to be charged in future, (2) such commission and similar payments under this ICA 1 are deemed to be fully settled on the Agreement Date and (3) the parties to the ICA 1 execute an agreed form agreement for termination and release;
- (b) as soon as possible but in any event prior to the CS Long Stop Date, an assignment agreement (in agreed form) is entered into between VGHI Jersey and Management Co assigning the following contracts between VGHI Jersey and Ohum Healthcare Solutions Inc to Management Co:
 - (1) software licence and services agreement dated 26 June 2017;
 - (2) implementation agreement dated 26 June 2017; and
 - (3) professional services agreement dated 26 June 2017; and
 - (4) the statements of works or work orders for the VGH Group entered into under the agreements referred to in clause 7.9.1 (b)(1) above,
- (c) as soon as possible but in any event prior to the CS Long Stop Date, an assignment agreement (in agreed form) is entered into between Vitals Global Healthcare Limited (a Jersey entity) (VGH Jersey) and Management Co assigning the following contracts between VGH Jersey and MCOP International LLC to Management Co:
 - (1) master services agreement dated 22 August 2017; and
 - (2) the statements of works or work orders entered into under the terms of the master services agreement dated 22 August 2017 for the VGH Group,
- (d) as soon as possible but in any event prior to the CS Long Stop Date, the preliminary agreement between the Management Co and Technoline Limited dated 26 April 2017 (the Technoline Agreement) is terminated and the Seller shall further procure that (1) from the Agreement Date no demand is made for any commission or similar payments under the Technoline Agreement, whether accrued or to be charged in future, (2) such commission and similar payments under the Technoline Agreement

are deemed to be fully settled on the Agreement Date and (3) the parties to the Technoline Agreement execute an agreed form agreement for termination and release;

- (e) subject to the transactions contemplated in clauses 7.9.1(c) and 7.9.1 (f) being implemented, as soon as possible but in any event prior to the CS Long Stop Date, the intercompany agreement between VGH Jersey and Management Co dated 3 April 2017 (the ICA 2) is terminated and the Seller shall further procure that (1) from the Agreement Date no demand is made for any commission or similar payments under this ICA 2, whether accrued or to be charged in future, (2) such commission and similar payments under the ICA 2 are deemed to be fully settled on the Agreement Date and (3) the parties to the ICA2 execute an agreed form agreement for termination and release;
- (f) as soon as possible but in any event prior to the CS Long Stop Date, an assignment or termination agreement (in agreed form) is entered into between VGH Jersey and Management Co assigning or terminating (as the Buyer shall require) the master services agreement between VGH Jersey and Partners HealthCare International LLC dated 1 May 2017 to Management Co;
- (g) as soon as possible but in any event prior to the CS Long Stop Date, the intercompany agreement between Vitals Procurement Limited (a Jersey entity) (VPL Jersey) and Management Co dated 1 May 2017 (MTrace ICA) is terminated and the Seller shall further procure that (1) from the Agreement Date no demand is made for any amounts under the MTrace ICA, whether accrued or due or otherwise, and (2) the parties to the MTrace ICA will execute an agreed form agreement for termination and release; and
- (h) upon receiving written instructions from the Buyer, the Seller shall procure that MTrace p.l.c. enters into discussions with Management Co to consider entering into an agreement for supply of nuclear medicine by MTrace p.l.c to Management Co on terms that are acceptable to the parties (and that provide that the margin on any and all services provided by the MTrace p.l.c. to Management Co shall not be in excess of 25%) by not later than the CS Long Stop Date.

7.10 MTrace and Technoline arrangements – preferred option

- 7.10.1 If the Parties agree (acting reasonably) in writing that the transactions contemplated in the remaining provisions of this clause 7.10 are not capable of being fully performed, then clause 7.11 shall apply.
- 7.10.2 As soon as possible but in any event within seven (7) days of the Agreement Date, the Seller shall procure using its best endeavours (and in so far as it is able to do so) and the Buyer shall procure that after Completion (to the extent necessary) that:
 - (a) VPL Jersey grants an option over its entire shareholding in MTrace P.L.C. in favour of the Buyer (or to any other person that the Buyer may so direct) by VPL Jersey entering into a call option agreement (in an agreed form) with the Buyer (or with any other person that the Buyer may so direct);

- (b) VPL Jersey assigns all rights and benefits under its agreements and arrangements with each of MTrace P.L.C. and Technoline Limited to the Buyer (or to any other person that the Buyer may so direct), in particular, by assigning the convertible note issue dated 20 December 2016 issued by Gateway Solutions Limited in favour of VPL Jersey (Technoline Convertible Note);
- (c) the Technoline Convertible Note is amended and perfected in a form and substance acceptable to the Buyer (in particular, by extending the maturity date of the Technoline Convertible Note); and
- (d) any relevant party promptly executes and delivers such documents and performs such acts as may be required for the purpose of giving full effect to the covenants set out in this clause 7.10.

7.11 MTrace and Technoline arrangements – secondary option

7.11.1 In the event that the preferred option under clause 7.10 is not capable of being implemented, the Seller will crystallize an obligation from VPL Jersey in the sum of one million three hundred and fifty thousand Euros (EUR 1,350,000) to Management Co to be documented and structured in accordance with the arrangements referred to in this clause 7.11.

7.11.2 The Seller shall procure that, as soon as possible but in any event within seven (7) days of Completion, VPL Jersey enters into the agreed form loan agreement (the **MTrace Loan Agreement**) and the agreed form security documents (the **MTrace Security Documents**) with Management Co,

provided also that the MTrace Loan Agreement shall bear an interest of three per cent. (3%) per annum above the prevailing Bank of Valetta Business Lending Bank Rate and shall be repayable over a period of three (3) years and provided further that the loan amount (if further contributions are made in this respect) of up to two million and two hundred thousand Euros (EUR 2,200,000) shall be adjusted, in aggregate (without any duplication or double counting), with any profits declared by the Company and the Subsidiaries as reflected in the Accounts.

7.11.3 In the event that the preferred option under clause 7.10 is not capable of being implemented, the Seller will use its best endeavours to crystallize an obligation from Gateway Solutions Limited (and/or Technoline Limited) in the sum of five million, one hundred and forty thousand Euros (EUR 5,140,000) to Management Co to be documented and structured in accordance with the arrangements referred to in this clause 7.11.

7.11.4 The Seller shall procure that, as soon as possible but in any event within seven (7) days of Completion, Gateway Solutions Limited (a Jersey entity and a direct shareholder of Technoline Limited) or Technoline Limited (as the case may be) enters into the agreed form loan agreement (the **Technoline Loan Agreement**) and the agreed form security documents (the **Technoline Security Documents**) with Management Co,

provided that the Technoline Loan Agreement shall bear an interest of three per cent. (3%) per annum above the prevailing Bank of Valetta Business Lending Bank Rate and shall be repayable over a period of three (3) years and provided further that the loan amount of up to five million, one hundred and forty thousand Euros (EUR 5,140,000) shall be adjusted, in

aggregate (without any duplication or double counting), with any profits declared by the Company and the Subsidiaries as reflected in the Accounts.

7.12 Not used

7.13 Assurances

- 7.13.1 For the purposes of clauses 7.13 and 7.14, the **Indemnified Parties** shall mean (i) the Seller, (ii) the Seller's directors as at the Agreement Date, (iii) for so long as it remains the immediate parent company of the Seller, **Bluestone Special Situations 4 Limited** (a BVI entity), (iv) Seller's **Affiliates**, as of the Agreement Date and (v) member of the Seller's Group, as of the Agreement Date.
- 7.13.2 The Buyer shall indemnify each Indemnified Party against any damages or losses and any amounts incurred pursuant to clause 7.13.4 (the **Losses**) incurred by such Indemnified Party if:
- (a) such Losses occurred on account of the Buyer's failure to satisfy any properly and lawfully incurred liabilities of the VGH Group (in accordance with clause 3.2) which were incurred solely in connection with the Concession;
 - (b) such Losses were or become due and payable;
 - (c) the Seller has complied with its obligations under clause 7.13.3; and
 - (d) such Losses are verifiable through proper documents and records.
- 7.13.3 Liability under this clause 7.13 is conditional on the Seller (or the Seller procuring the same from a relevant Indemnified Party) discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against any Indemnified Party which may reasonably be considered likely to give rise to a liability under this clause 7.13 (**Claim**), the Seller shall (or the Seller shall procure the same from a relevant Indemnified Party):
- (a) as soon as reasonably practicable, give written notice of the Claim to the Buyer, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Buyer (such consent not to be unreasonably conditioned, withheld or delayed);
 - (c) give the Buyer's and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of such Indemnified Party, so as to enable the Buyer and its professional advisers to examine them and to take copies (at the Buyer's expense) for the purposes of assessing the Claim;
 - (d) take such action as the Buyer may reasonably request to avoid, dispute, compromise or defend the Claim; and

- (e) be deemed to have given to the Buyer sole authority to avoid, dispute, compromise or defend the Claim.

7.13.4 If any Indemnified Party brings any successful legal action for a breach of this clause 7.13 by the Buyer, such Indemnified Party shall be entitled to recover its reasonable attorneys fees and other costs incurred in bringing such action or proceeding provided that the relevant judicial body has awarded such costs and fees and such judgment is final and binding on the Buyer and such judgment is not capable of being appealed against.

7.13.5 Nothing in this this Agreement (in particular, this clause 7.13) shall:

- (a) restrict or limit each Indemnified Party's general obligation at law or equity to act in a manner, in good faith and reasonably so as to mitigate or reduce any loss or costs it may suffer or incur as a result of an event that may give rise to a claim under this clause 7.13;
- (b) be construed to provide an indemnity or other recovery for any Losses or other amounts for which an Indemnified Party has been compensated under any other provision of this Agreement or under any other agreement or arrangement or action at law or equity and such an Indemnified Party shall exhaust all remedies available to it under other agreements or arrangements or at law or equity before recovering under the remedies provided in this clause 7.13;
- (c) notwithstanding the fact that an Indemnified Party may have the right to assert claims for indemnification under or in respect of more than one provision of this Agreement or another agreement or arrangement in respect of any fact, event, condition or circumstance, no Indemnified Party shall be entitled to recover the amount of any Losses suffered by such Indemnified Party more than once under all such agreements and arrangements in respect of such fact, event, condition or circumstance.

7.13.6 The Seller shall not be liable for a Claim under this clause 7.13 unless notice in writing summarising the nature of the Claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, the amount claimed, has been given to the Buyer on or prior to the date falling twelve (12) months after the Completion Date.

7.14 **Not used**

7.15 **Branding**

Promptly following Completion, but in any event within sixty (60) days after Completion, each Party shall work together collaboratively and in good faith to ensure that the Seller and each member of its Group, and the Company and the Subsidiaries (as owned by the Buyer) bearing the name "Vitals" or any variations or derivations thereof change their name, or any trademarks, trade names or logos bearing such names or similar names.

8. **Term**

This Agreement shall remain in full force and effect until the earliest of (a) the date on which all obligations under this Agreement are fully performed, (b) the date on which this Agreement is terminated in accordance with the provisions of this Agreement and (c) the date on which the Parties

agree to terminate this Agreement in writing. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination of this Agreement.

9. **Miscellaneous**

9.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction each of the Parties agree not to (and shall procure that no member of its Group shall) at any time:

9.1.1 disclose to any person (other than its professional advisers) the terms of this Agreement or any of the Transaction Documents, or any trade secret or other confidential information relating to the Company, any of the Subsidiaries and/or each of the Parties, or make any use of such information other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement; and

9.1.2 permit any person to make, any public announcement, communication or circular concerning the terms or subject matter of this Agreement or any of the Transaction Documents, or any ancillary matter, without the prior written consent of the other Party.

9.2 Neither Party shall assign, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

9.3 This Agreement (together with the other Transaction Documents) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

9.4 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereof (or their authorised representatives).

9.5 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing. Without prejudice to any other rights or remedies that the Buyer may have, the Seller acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement (including any Warranty) by the Seller. Accordingly, the Buyer shall be entitled to the remedies of injunction, set-off against any amount due, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

9.6 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9.7 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and the Transaction Documents.

9.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any

modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

9.9 Nothing in this Agreement shall be deemed to create any right on the part of any person or entity not a Party to this Agreement.

9.10 Notices

9.10.1 A notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or another next working day delivery service, in each case to that Party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that Party may notify to the other Party in accordance with this Agreement).

9.10.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 9.10 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

9.10.3 A notice given under this Agreement may be validly sent by email.

9.11 Remedy Period

9.11.1 If during the Term, the Buyer is in material breach of its obligations under clause 4.2.1, the Seller may serve notice on the Buyer stating that a breach has occurred providing sufficient details of such event or circumstance (a **Breach Notice**).

9.11.2 The Parties undertake that, during the period of 10 days commencing from the date on which the Breach Notice is received by the Buyer (or such other period agreed in writing by the Parties) (the **Remedy Period**), each Party shall use all reasonable endeavours in good faith and acting reasonably to resolve the circumstances giving rise to such Breach Notice and to create and implement a rectification or remedial plan.

9.11.3 If the breach cannot be rectified in accordance with clause 9.11.2 and in the reasonable opinion of both Parties (acting in good faith) will materially and adversely prejudice the ordinary business activities of the VGH Group then either Party shall be entitled to:

- (a) terminate this Agreement by giving a written notice to such effect to the other Party; and/or
- (b) take any and all actions required to safeguard the interests, business and financial position of the Company or any of the Subsidiaries.

9.12 Governing law and jurisdiction

- 9.12.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Malta.
- 9.12.2 Each Party irrevocably agrees that the courts of the Republic of Malta shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 1 Particulars of the Company and the Subsidiaries

Part 1 The Company

Registered name:	Vitals Global Healthcare Limited
Registration number:	C70546
Registered office:	42 Ta' Xbiex Seafront, Ta' Xbiex, Malta
Place of incorporation:	Malta
Issued share capital:	1,200 ordinary shares of €1.00 each
Registered shareholder and beneficial owners of Sale Shares (and number of Sale Shares held):	The Seller - 1,200 ordinary shares of €1.00 each
Directors and shadow directors:	Mark Edward Pawley Sri Ram Tumuluri

Part 2 The Subsidiaries

Name:	Vitals Global Healthcare Management Limited
Registration number:	C70624
Registered office:	42 Ta' Xbiex Seafront, Ta' Xbiex, Malta
Place of incorporation:	Malta
Issued share capital:	1,200 ordinary shares of €1.00 each
Registered shareholder and beneficial owners of shares (and number of shares held):	The Company - 1,200 ordinary shares of €1.00 each
Directors and shadow directors:	Mark Edward Pawley Sri Ram Tumuluri
Name:	Vitals Global Healthcare Assets Limited
Registration number:	C70625
Registered office:	42 Ta' Xbiex Seafront, Ta' Xbiex, Malta
Place of incorporation:	Malta
Issued share capital:	1,200 ordinary shares of €1.00 each
Registered shareholder and beneficial owners of shares (and number of shares held):	The Company - 1,200 ordinary shares of €1.00 each
Directors and shadow directors:	Mark Edward Pawley Sri Ram Tumuluri
Name:	VGH Resources Limited
Registration number:	C81862
Registered office:	42 Ta' Xbiex Seafront, Ta' Xbiex, Malta
Place of incorporation:	Malta
Issued share capital:	1,200 ordinary shares of €1.00 each
Registered shareholder and beneficial owners of shares (and number of shares held):	The Company - 1,200 ordinary shares of €1.00 each
Directors and shadow directors:	Sri Ram Tumuluri

Schedule 2 Seller's Completion obligations

A. Documents to be delivered at Completion

At Completion except as expressly noted below, the Seller shall deliver to the Buyer duly executed (where applicable) and in agreed form:

1. the Government consent referred to in clause 6 above (in so far as these have not been provided to either of the Parties prior to such date);
2. the Government declaration referred to in clause 6 above (in so far as these have not been provided to either of the Parties prior to such date);
3. a duly executed Ram Termination, Settlement and Release Agreement;
4. the Buyer shall procure payment of the amounts that are payable on Completion under and in accordance with the Ram Termination, Settlement and Release Agreement;
5. a duly executed agreement for termination, settlement and release between Mark Pawley and the Company in respect of the Mark Pawley directorship contract;
6. a duly executed transfer of the Sale Shares in favour of the Buyer;
7. the share certificates for the Sale Shares;
8. the share certificates in respect of all issued shares in the capital of each of the Subsidiaries;
9. the registers, minute books and other records required to be kept by the Company and each of the Subsidiaries under applicable law, in each case properly written up as at the Completion Date, together with the common seals (if any), and certificates of incorporation for each of the Company and the Subsidiaries;
10. written consent of AgriBank to the change of control of the Company under this Agreement, pursuant to the provisions of the relevant loan agreement with the VGH Group;
11. all duly executed forms necessary to change signatories to all bank accounts held by the Company and each of the Subsidiaries;
12. bank account statements showing the balance as at the Completion Date for each bank account held by the Company and each of the Subsidiaries;
13. all company credit cards and/or cheque books for the Company and each of the Subsidiaries;
14. duly executed letters of resignation, in agreed form, from each of the Directors and the company secretaries of the Company and the Subsidiaries resigning from their respective offices and employment with the Company or any of the Subsidiaries;

15. a certified copy of the resolutions, in agreed form, of the Seller's board of directors approving the execution and delivery of this Agreement and any other Transaction Documents to which the Seller is a party;
16. signed minutes, in agreed form, of the board meetings held by the Company and each of the Subsidiaries as required by paragraph 2 of this Schedule;
17. signed shareholder resolutions, in agreed form, of the Company and each of the Subsidiaries as required by paragraph 2 of this Schedule;
18. Form T for the Company and each of the Subsidiaries;
19. Form K for the Company and each of the Subsidiaries;
20. Form Q for the Company and each of the Subsidiaries;
21. the Agreed Liabilities List; and
22. the Operational Liabilities List.

B. Completion board meetings and shareholder approvals

On or prior to Completion, the Seller shall procure that:

1. a board meeting of the Company and each of the Subsidiaries is held at which the matters set out in the agreed form completion board minutes delivered pursuant to paragraph 16 of this Schedule shall take place or a resolution to such effect is passed by circulation where permitted by applicable law and constitutional documents; and
2. the shareholder of the Company and each of the Subsidiaries approve the matters set out in the agreed form shareholder resolutions delivered pursuant to paragraph 17 of this Schedule or a resolution to such effect is passed by circulation where permitted by applicable law and constitutional documents.

Schedule 3 Warranties

On and from 21 December 2017, and deemed to be repeated on the Completion Date, the Seller is warranting the following:

- 1.1 The Seller has the requisite power and authority to enter into and perform this Agreement and each of the Transaction Documents to which it is a party, and they constitute valid, legal and binding obligations on the Seller in accordance with their respective terms.
- 1.2 Neither the Company nor any of the Subsidiaries:
 - (a) owns, or has agreed to acquire, any shares, loan capital or any other securities or interest in any company (other than the Subsidiaries);
 - (b) has at any time had any subsidiaries or subsidiary undertakings, other than the Subsidiaries;
 - (c) is, or has agreed to become, a member of any partnership or any unincorporated association, joint venture or consortium;
 - (d) has a branch or permanent establishment outside Malta; or
 - (e) will be prevented from carrying on their business in the ordinary course as a result of the transactions contemplated in this Agreement.
- 1.3 The Company is the sole legal and beneficial owner of the whole of the allotted and issued share capital of each of the Subsidiaries and the issued shares of the Subsidiaries are fully paid, or credited as fully paid.
- 1.4 The information contained in Schedule 1 and as Disclosed is true, accurate, complete and not misleading.
- 1.5 Each of (i) the Seller, (ii) a member of the VGH Group and/or (iii) so far as the Seller is aware, a person who has been engaged by or who has performed services for or on behalf of the Seller or a member of the VGH Group, has not engaged in any activity, practice or conduct which would constitute an offence under any applicable anti-corruption or anti-bribery laws or regulations in any jurisdiction including giving, making or offering (or agreeing to give, make or offer) any payment, gift, contribution, expenditure or other advantage to any person which would constitute an offence under any applicable anti-corruption or anti-bribery laws or regulations in any jurisdiction.

On and from the Completion Date, the Seller shall, save as otherwise agreed with the Buyer in writing, warrant the following:

- 1.6 The execution and performance by the Seller of this Agreement and each of the Transaction Documents to which it is a party and the acquisition of the Sale Shares by the Buyer will not: breach or constitute a default under the Seller's articles of association, or any agreement, instrument, order, judgment or other restriction which binds the Seller;
- 1.7 The Sale Shares constitute the whole of the allotted and issued share capital of the Company and are fully paid, or credited as fully paid.

- 1.8 The Seller is the sole legal and beneficial owner of the Sale Shares and is entitled to transfer the legal and beneficial title to the Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.
- 1.9 No person has any right to require the transfer, creation, issue or allotment of any share, loan capital or other securities (or any rights or interest in them) of the Company or any of the Subsidiaries, and neither the Seller, the Company nor any of the Subsidiaries has agreed to confer any such rights, and no person has claimed any such rights.
- 1.10 No Encumbrance has been granted to any person or otherwise exists affecting the Sale Shares or any issued shares of the Subsidiaries, or any unissued shares, debentures or other unissued securities of the Company or any of the Subsidiaries, and no commitment to create any such Encumbrance has been given, nor has any person claimed any right to such an Encumbrance.

This agreement has been entered into on the date stated at the beginning of it.

For and on behalf of Bluestone Investments Malta Limited

Signature:

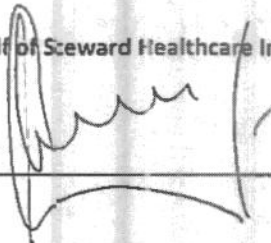
A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'Sri Ram Tumuluri'.

Name: Sri Ram Tumuluri

Designation: President and Managing Director

For and on behalf of Seward Healthcare International Limited

Signature: _____

A handwritten signature in black ink, appearing to be 'Armin Ernst', written over a horizontal line. The signature is stylized with a large initial 'A' and a wavy line for the first name.

Name: Dr. Armin Ernst

Designation: President and Authorised Representative

Bluestone Investments Malta Limited (C67975) (the Seller)
42 Ta' Xbiex Seafront, Ta' Xbiex, Malta

15 February 2018

Dear Sirs

The SPA – supplementary

The Seller and Steward Healthcare International Limited (the Buyer) entered into an agreement for the sale and purchase of the share capital of the Company dated 21 December 2017 (as amended and restated on 1 February 2018 and as further amended from time to time) (the SPA).

Capitalised terms used but not defined in this letter agreement (this Letter) shall have the meaning given to them in the SPA, unless the context requires otherwise. The rules of interpretation set out in the SPA apply to this Letter.

The Parties agree as follows:

1. the definition of "Sale Shares" in the SPA is deleted and replaced with the following: "*Sale Shares: the one thousand one hundred and forty (1,140) ordinary shares of EUR one (1) each in the Company, all of which are issued and fully paid.*";
2. the text in row 6, column 2 of Part 1, Schedule 1 of the SPA is deleted and replaced with the following: "*The Seller - 1,140 ordinary shares of €1.00 each*";
3. the Seller confirms pursuant to the SPA that the liabilities it has Disclosed in relation to (a) Mr. Samuel Luft and his related entities (including certain personal securities issued by Mr. Sri Ram Tumuluri in his capacity as a director of the VGH Group), (b) Mount Everest General Trading LLC and (c) certain personal securities issued by Mr. Sri Ram Tumuluri in his capacity as a director of the VGH Group to Dr. Amrish Gupta, are lawfully and properly incurred liabilities of the VGH Group incurred solely for the Concession. On that basis, the Buyer will endeavour to procure that the VGH Group shall discharge such liabilities on or prior to 16 March 2018 provided that such persons enter into mutually agreed settlement agreements (acting reasonably and substantially in the forms attached to this Letter or as otherwise agreed between the relevant parties);
4. the Buyer acknowledges the Group Guarantees Disclosed by the Seller under clause 5.7 of the SPA, in particular, the Group Guarantees given by (a) the Seller, (b) any director of the Seller or (c) Bluestone Special Situations 4 Limited (for so long as it remains the immediate parent company of the Seller) in favour of (i) Dr Amrish Gupta and his related entities, (ii) Agribank p.l.c. and (iii) Mr Sam Luft and his related entities. The Seller confirms that such Group Guarantees are lawfully and properly incurred liabilities of the VGH Group incurred solely for the Concession. On that basis, the Buyer and each member of its Group (including the VGH Group after Completion) agree to perform any such acts as may be required to replace or substitute these Group Guarantees in full or to procure the discharge of the said directors from their obligations thereunder;
5. each Party shall, and shall procure that each member of its Group (including the VGH Group after Completion), shall, release, waive and discharge each other from all claims or demands under or in connection with any intracompany agreements or arrangements, provided that this will be without prejudice to the Proposed Liabilities List and any rights, services, privileges or benefits that may have accrued to the VGH Group or to which it may otherwise have been entitled and this solely in respect of third parties not in the Seller's Group;
6. if there is any inconsistency between any of the provisions of this Letter and any Transaction Document, the provisions of this Letter shall prevail insofar as this applies to the subject matter of this Letter;

7. clauses 8 (Term) and 9 (Miscellaneous) of the SPA are fully incorporated in this Letter by reference with the same force and effect as though fully set out in this Letter, mutatis mutandis;
8. the provisions of the SPA shall, save as amended in this Letter, continue in full force and effect, and shall be read and construed as one document with this Letter; and
9. the Parties shall, and shall procure that any relevant third party shall, promptly execute and deliver such documents and perform such acts as either of the Parties may require from time to time for the purpose of giving full effect to this Letter.

For and on behalf of STEWARD HEALTHCARE INTERNATIONAL LIMITED

Signed

Name: Armin Ernst

We hereby acknowledge receipt and accept the contents of this Letter

For and on behalf of BLUESTONE INVESTMENTS MALTA LIMITED

Signed 

Name: Sri Ram Tumular

7. clauses 8 (Term) and 9 (Miscellaneous) of the SPA are fully incorporated in this Letter by reference with the same force and effect as though fully set out in this Letter, mutatis mutandis;
8. the provisions of the SPA shall, save as amended in this Letter, continue in full force and effect, and shall be read and construed as one document with this Letter; and
9. the Parties shall, and shall procure that any relevant third party shall, promptly execute and deliver such documents and perform such acts as either of the Parties may require from time to time for the purpose of giving full effect to this Letter.

For and on behalf of STEWARD HEALTHCARE INTERNATIONAL LIMITED



Signed

Name: Armin Ernst

We hereby acknowledge receipt and accept the contents of this Letter

For and on behalf of BLUESTONE INVESTMENTS MALTA LIMITED

Signed

Name: Sri Ram Tumuluri

This agreement is dated 2018

Parties

- (1) **MOUNT EVEREST GENERAL TRADING LLC** incorporated and registered in Dubai whose address is 841 A, Al Guhrait Centre, Dubai UAE (**ME**);
- (2) **VITALS GLOBAL HEALTHCARE LIMITED** incorporated and registered in Malta with company number C70546 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta (**VGH**); and
- (3) **BLUESTONE INVESTMENTS MALTA LTD** incorporated and registered in Malta with company number C67975 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta (**Bluestone**).

BACKGROUND

- (A) The parties agree to terminate the Agreements on the terms set out in this agreement.

Agreed terms

1. Definitions

The following definitions apply in this agreement:

Agreements: the:

- 1) the promissory note between **ME** and **Bluestone** dated 25 August 2017; and
- 2) all other agreements, promises, assurances, warranties, representations and understandings between any **ME Entity** and any member of the **VGH Group**, whether written or oral.

Connected: shall have the meaning given in section 1122 of the UK Corporation Tax Act 2010.

ME Entity: **ME** and any person **Connected** to it.

Termination Date: the date of this agreement.

Termination Fee: €1,400,000.

VGH Group: **VGH**, **Vitals Global Healthcare Management Limited**, **Vitals Global Healthcare Assets Limited** and **VGH Resources Limited**.

2. Termination of the Agreement

2.1 In consideration of the Termination Fee paid by VGH to ME, with effect from the Termination Date:

- (a) the Agreements are terminated; and
- (b) all provisions of the Agreements, including any which are expressly stated as surviving termination, or which might otherwise have done so by implication, are terminated.

2.2 VGH shall pay the Termination Fee to ME on or prior to 16 March 2018.

3. Release and waiver

In consideration of the Termination Fee paid by VGH to ME and subject to clause 2.1:

3.1 ME releases and discharges (and shall procure that each ME Entity releases and discharges) each of the VGH Group and Bluestone from all claims or demands under or in connection with each Agreement including without limitation claims for negligence, whether arising before or on the date of this agreement, in each case whether known or unknown to ME; and

3.2 ME shall indemnify each member of the VGH Group and Bluestone against all liabilities, costs, expenses, damages and losses suffered or incurred by any member of the VGH Group and Bluestone arising out of or in connection with any claim made by any ME Entity.

4. Confidentiality

4.1 Each party undertakes that it shall not at any time disclose to any person the terms of the Agreement, the circumstances giving rise to its termination and the terms of this agreement (**confidential information**), except as permitted by clause 4.2.

4.2 Each party may disclose the confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement or this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the confidential information comply with this clause 4; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 4.3 No party shall use any confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement or this agreement.

5. Entire Agreement

- 5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Malta.

7. Jurisdiction

Each party irrevocably agrees that the courts of the Republic of Malta shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

EXECUTED by **MOUNT EVEREST**)
GENERAL TRADING LLC acting by a)
duly authorised signatory:)

Name:

EXECUTED by **VITALS GLOBAL**)
HEALTHCARE LIMITED acting by a)
duly authorised signatory:)

Name:

EXECUTED by **BLUESTONE**)
INVESTMENTS MALTA LTD acting)
by a duly authorised signatory:)

Name:

This agreement is dated 2018

Parties

- (1) SAMUEL LUFT of [ADDRESS] (SL);
- (2) VITALS GLOBAL HEALTHCARE LIMITED incorporated and registered in Malta with company number C70546 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta (VGH);
- (3) BLUESTONE INVESTMENTS MALTA LTD incorporated and registered in Malta with company number C67975 whose registered office is at 42 Ta' Xbiex Seafront, Ta' Xbiex, Malta (Bluestone); and
- (4) RAM TUMULURI of [ADDRESS] (RT).

BACKGROUND

The parties agree to terminate the Agreements on the terms set out in this agreement.

Agreed terms

1. Definitions

The following definitions apply in this agreement:

Agreements: the:

- 1) the letter from VGH to Samuel Luft and Lufmar Investments Ltd dated 21 June 2017;
- 2) the letter from VGH to Teresa Luft and Sam Luft of Magini Limited dated 27 November 2017;
- 3) the promissory note dated 15 March 2017 between Mel Global Investments Ltd. and Bluestone and
- 4) all other agreements, promises, assurances, warranties, representations and understandings between any SL Entity and any member of the VGH Group, whether written or oral other than the option agreement between Bluestone, VGH and SL dated 12 October 2017.

Connected: shall have the meaning given in section 1122 of the UK Corporation Tax Act 2010.

SL Entity: SL, Teresa Luft, Luftmar Investments Ltd, Magini Limited, Mel Global Investments Ltd. and any person Connected to any of them.

Termination Date: the date of this agreement.

Termination Fee: €1,850,000.

VGH Group: VGH, Vitals Global Healthcare Management Limited, Vitals Global Healthcare Assets Limited and VGH Resources Limited.

2. Termination of the Agreement

2.1 In consideration of the Termination Fee paid by VGH to SL, with effect from the Termination Date:

- (a) the Agreements are terminated; and
- (b) all provisions of the Agreements, including any which are expressly stated as surviving termination, or which might otherwise have done so by implication, are terminated.

2.2 VGH shall pay the Termination Fee to SL on or prior to 16 March 2018.

3. Release and waiver –VGH

In consideration of the Termination Fee paid by VGH to SL and subject to clause 2:

3.1 SL releases and discharges (and shall procure that each SL Entity releases and discharges) the VGH Group from all claims or demands under or in connection with each Agreement including without limitation claims for negligence, whether arising before or on the date of this agreement, in each case whether known or unknown to any SL Entity; and

3.2 SL shall indemnify each member of the VGH Group against all liabilities, costs, expenses, damages and losses suffered or incurred by any member of the VGH Group arising out of or in connection with any claim made by any SL Entity.

4. Release and waiver – Bluestone and RT

In consideration of the Termination Fee paid by VGH to SL and subject to clause 2:

4.1 SL hereby releases and discharges (and shall procure that each SL Entity releases and discharges) Bluestone and RT from all claims or demands under or in connection with each Agreement (and under or in connection with any personal guarantee issued by RT in relation to any Agreement) including without limitation claims for negligence, whether arising before or on the date of this agreement, in each case whether known or unknown to SL; and

4.2 SL shall indemnify Bluestone and RT against all liabilities, costs, expenses, damages and losses suffered or incurred by Bluestone or RT arising out of or in connection with any claim made by any SL Entity.

5. Confidentiality

5.1 Each party undertakes that it shall not at any time disclose to any person the terms of the Agreement, the circumstances giving rise to its termination and the terms of this agreement (confidential information), except as permitted by clause 5.2.

5.2 Each party may disclose the confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement or this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the confidential information comply with this clause 5; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 No party shall use any confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement or this agreement.

6. Entire Agreement

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

7. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Malta.

8. Jurisdiction

Each party irrevocably agrees that the courts of the Republic of Malta shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

9. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

EXECUTED by SAMUEL LUFT:)

EXECUTED by VITALS GLOBAL HEALTHCARE)
LIMITED acting by a duly authorised)
signatory:)

Name:

EXECUTED by BLUESTONE INVESTMENTS)
MALTA LTD acting by a duly authorised)
signatory:)

Name:

EXECUTED by SRI RAM TUMULURI)