

DEED OF LICENCE

PARTIES

**Fowosere Pty Ltd ('Licensor')
ATF : Wollombi Medical Practice**

AND

Dr Ancito Mantilla ('Licensee')

DATED 20th February 2011

EMERY PARTNERS
Solicitors
50 Vincent Street
CESNOCK NSW 2325
PH: (02) 4990.2022
Ref:LS:JF FOW311.1

THIS DEED dated 20th February 2011

PARTIES: **FOWOSERE PTY LTD, 83 Wollombi Road, Cessnock** ('Licensor')

**AND: Dr Anecito Mantilla ,Unit 4/90 Teralba Road,Adamstown,NSW
,2289 (Licensee')**

INTRODUCTION

- A. The Licensor carries on the business of a Medical Practice
- B. The Licensee is a Medical Practitioner registered to practice in NSW
- C. The Licensor carries on business under the name "Wollombi Medical Practice"
- D. The Licensee wishes to:
 - (a) obtain a non-exclusive licence from the Licensor for the use of part of the Licensor's premises at Wollombi Road Cessnock("the premises").
 - (b) by agreement with the Licensor to provide medical services to patients of the Cessnock Area for the period of this Agreement.
- E. The Licensor is willing to grant to the Licensee a non-exclusive licence on the following terms and conditions.

IT IS AGREED

1. INTERPRETATION

In this Deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to all other genders;
- (c) headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate;
- (d) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- (e) when a party comprises two or more persons the rights and obligations of such persons pursuant to this Deed shall enure for the benefit of and bind all of them jointly and each of them severally;*
- (f) the word *person* means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not; and
- (g) this Deed shall bind each party's legal personal representatives, successors and assigns.

2. GRANT OF LICENCE

For the consideration hereinafter appearing the Licensor grants to the Licensee from the date of this Deed:

- (a) the right to use in a manner approved by the Licensor the premises in conjunction with the Licensor on such days and at such times as is mutually agreed upon from time to time.
- (b) the right to conduct a Medical Practice at the premises.

3. LICENCE FEES

3.1 The Licensee will account to the Licensor all gross billings in the conduct of the Practice of the Licensee.

3.2 The Licensor will deduct from the fees referred to in Clause 3.1

- (a) 35% gross billings earned by Licensee at the Premises
- (b) 15% gross billings earned by Licensee in relation to Nursing Home and Home Visits.
- (c) 15% gross billings earned by the Licensee in relation to all hospital revenue(if working in Cessnock Hospital and Licensor responsible for billing, clerical and hospital administrative duties)

3.3 The Licensor will account to the Licensee for the balance remaining of the billings weekly.

4. ISSUE OF INVOICES

4.1 The Licensee will issue invoices to patients provided that all such invoices shall be issued for and on behalf of the Licensee and the Licensor shall be entitled to receive payment of such invoices pursuant to Clause 3.1

5. OBLIGATIONS OF LICENSOR

5.1 To provide rooms and equipment adequate for the efficient conduct of a Medical Practice

5.2 To provide support staff adequate for the conduct of a Medical Practice.

6. OBLIGATIONS OF LICENSEE

6.1 To conduct a competent Medical Practice exclusively from the premises

6.2 To perform duties in relation to "after hours" and "on call" services if and when reasonably requested by the Licensor.

- 6.3 To apply to Hunter and New England Area Health Service to be approved as a Visiting Medical Officer at Cessnock District Hospital(if Licensee wishes and there is a vacancy)
- 6.4 To attend to consultations and care of patients at Cessnock District Hospital(If Licensee is a VMO)
- 6.5 To account to the Licensor for all gross fees earned pursuant to Clause 3 hereof
- 6.6 To produce evidence of Medical Registration and Medical Indemnity Insurances annually or such other times as requested by the Licensor.

7. LICENSEE'S COVENANT

The Licensee will at all times use his best endeavours to preserve the Business, provide service to the patients in a fair and courteous manner, and in accordance with proper standards and procedures and the Licensee shall so far as lawfully able permit the Licensor or its duly authorised agents to enter the premises at which the services of the Licensee are provided to inspect and examine the Licensee's operations and for the purpose of determining the standards referred to above and shall permit the Licensor at all times to communicate with the patients to satisfy itself that such prescribed standards and requirements are being provided.

8. INSURANCES

The Licensee shall ensure that he has at all times the benefit of adequate insurances as approved by the Licensor including all insurances as may be required pursuant to the Licensee's operation which shall include adequate public risk and negligence risk insurance and if necessary workers compensation insurance in accordance with the law of the State of New South Wales.

9. TAXES

Each party shall bear their own separate obligation in relation to Income Tax, GST, Superannuation, any such tax or levy as may be payable from time to time in relation to their practice.

10. LICENSEE'S INDEMNITIES

The Licensee shall indemnify the Licensor from and against all debts, demands, liabilities, costs, expenses, charges, actions, omissions, misrepresentations and judgments of any kind, or nature from anyone whomsoever which the Licensee or the Licensee's servants or agents may at any time sustain or incur by reason of or arising from the provision of the services.

11. LICENSOR'S EXCLUSIVE PROPERTY

11.1. The Licensee acknowledges and agrees that the name and the logos and any name or names containing the name are the exclusive property of the Licensor and that the Licensee has no interest in them.

12. CONFIDENTIAL INFORMATION

12.1 The Licensee shall not disclose, use or make copies of any confidential information including but not limited to advertising, sales promotion, accounting systems, business methods or procedures, services, studies or client lists of the Licensor.

12.2 The Licensee will not at any time be entitled to any electronic records of the Practice (outside the practice).

13. TRANSFER OF LICENSEE'S INTEREST

13.1 The rights and interests under clause 2(a) and 2(b) granted to the Licensee are personal to the Licensee and may not be directly or indirectly sub-licensed mortgaged or encumbered.

14. TERMINATION OF LICENCE

14.1 During the initial three (3) month term referred to Clause 15.2 either party may terminate this licence on giving two (2) weeks written notice.

14.2 During the two (2) year term, should the option referred to in Clause 15.3 be taken, then either party may terminate this licence on giving two (2) month's notice.

14.3 If the Licensee:

- a) Fails to fulfill all obligations under this deed
- b) Commits any act or bankruptcy or makes any arrangement with his creditors or takes advantage of any Act for the time being in force for the release of insolvent debtors;
- c) Is guilty of neglect of any obligation hereunder;
- d) Conducts his business in such a manner as is or may be prejudicial to the business of the Licensor;
- e) Is convicted of any criminal offence other than traffic infringements; or
- f) Sub-licences mortgages or encumbers his interest hereunder or transfers or assigns in whole or in part or in any way his interest hereunder.

then this Deed may be terminated immediately by the Licensor. If the Licensee commits a breach of the provisions of this Deed stated above and fails to rectify such breach within 7 days of being required so to do by the Licensor or if the Licensee commits repeated breaches of the provisions of this Deed then and in such event the Licensor may determine this Deed by written notice delivered to the Licensee or forwarded by pre-paid post to the Licensee's last known address and upon service of such notice this Deed shall cease and determine preserving nevertheless all rights and liabilities of either party accrued or accruing before the date of such determination.

14.4 On termination **all records in any form** will remain the property of the Licensor and the Licensee must hand over to the Licensor all records including files, file notes or computer records in relation to all the patients of the Practice.

15. TERM OF LICENCE

15.1. The term of the licence granted shall be three (3) months subject to prior determination herein of provided pursuant to Clause 14.1.

15.2 At the completion of the term either party has an option to renew the licence for a further term of two (2) years or to terminate the licence without having to offer a reason to the other party.

15.3 If the licence continues beyond the term referred to in Clause 15.2 then it shall continue from month to month terminable by either party on one (1) month's notice in writing to the other expiring at any time.

15.4 Upon determination of the Licence under this Clause the Licensee covenants that:

- (a) He will cease servicing the patients immediately;
- (b) He shall not use or disclose any information relating to the Licensor's business or the patients from the date of determination other than to his professional advisors or required by law;

15.5 Upon termination, the Licensee agrees not to carry out the practice of medical services, at least 10 kilometres from the present location of Wollombi Medical practice for a period of 3 years.

16. RELATIONSHIP OF PARTIES

It is acknowledged and agreed by the Licensee that the Licensee is not an agent, partner, servant or employee of the Licensor and that neither the Licensee nor any of his servant or agents shall have any right or authority to bind the Licensor in any respect or for any purpose and the Licensee shall not indulge in any conduct which would deceive or mislead the public into believing that the Licensor is in any way involved in the ownership of the business conducted by the Licensee in the designated area.

17. **LICENSEE'S INTEREST IN THE NAME ETC**

The Licensee shall not have any right in relation to any services which are now or may hereinafter be marketed by the Licensor whether bearing the name or any derivative or adaption of it.

18. **WAIVER**

The failure by the Licensor to exercise any right hereunder or the waiving or condoning by the Licensor of any delay or failure by the Licensee to comply with any of the terms or conditions of this Deed shall not affect the ability of the Licensor to exercise such right or pursue its remedies hereunder in respect of such delay or failure as and when the Licensor sees fit.

19. **WHOLE AGREEMENT**

This Deed contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements oral or otherwise not embodied herein shall have any force or effect other than as expressly provided in this Deed or subsequent to the date hereof in writing and signed by a proper and duly authorised representative of the party to be bound thereby.

20. **SEVERANCE OF UNENFORCEABLE PROVISIONS**

20.1. In the event of any covenant or other provisions of this Deed being invalid, illegal, unlawful or otherwise being incapable of enforcement, all other covenants and provisions of this Deed shall nevertheless prevail and remain in full force and effect and be valid and fully enforceable and no covenant or other provision hereof shall be construed to be dependant upon any covenant or provision unless so expressed therein.

20.2. In the event of any such provision being severed pursuant to this clause the parties shall endeavour to agree upon provisions in substitution therefor which are not illegal and which substantially express the meaning of the severed provisions.

20.3. This Deed shall be construed subject to the *Trade Practices Act 1974 (as amended)* and any provision herein which constitutes either exclusive dealing or restraint of trade or commerce (within the meaning of that Act) which exclusive dealing or restraint has or is likely to have a significant effect on competition between the parties or between either of them and other persons shall (unless authorised in accordance with the provisions of that Act) be deemed to be severed from this Deed and of no force and effect.

21. NOTICES

Service of any notice under or relating to this Deed shall be sufficiently served:

- (a) if delivered personally to the party to be served;
- (b) if left at or sent by pre-paid registered post to:
 - (i) the address of the party to be served as set out in the description of that party at the beginning of this Deed;
 - (ii) the last known place of abode or business of the party to be served; or
 - (iii) the registered office of any party to be served which is a company;

and in the case of posting such notice shall be deemed to have been duly served on the second day after such notice has been posted; or

- (iv) if sent by facsimile transmission to the last known facsimile number of the party to be served and shall be deemed to have been duly served at the time such facsimile transmission is sent.

22. DISPUTE RESOLUTION

- 22. (a) If a dispute arises out of or relates to this deed a party may not commence any court proceedings relating to the dispute unless he or she has complied with this clause except where the party seeks urgent interlocutory relief.
- (b) A party claiming that a dispute (the 'Dispute') has arisen under or in relation to this deed must give written notice to the other parties specifying the nature of the dispute.
- (c) On receipt of that notice by the other parties, the parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- (d) If parties do not agree within seven (7) days of receipt of the notice referred to in clause 14(b) (or such further period as agreed in writing by them) as to:
 - (i) the dispute resolution technique and procedure to be adopted;
 - (ii) the timetable for all steps in the proceedings; and
 - (iii) the selection and compensation of the independent person required for such technique

the parties must mediate the dispute in accordance with the standard mediation rules by the State of New South Wales and the nominee of the National President of the Institute of Chartered Accountants in Australia will select the mediator and determine the mediator's compensation.

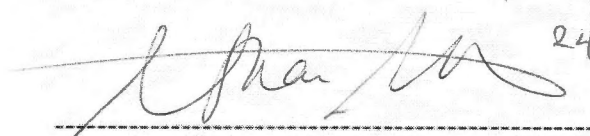
EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by)

Dr. Anecito Mantilla

in the presence of:)

Amantilla
Signature of Witness

 24/02/2011
Signature

CHARINA MANTILLA
Print Name of Witness

EXECUTED BY FOWOSERE PTY LIMITED

Pursuant to S127 Corporations

.....
Signature of authorised person

Olakunle Fowosere
Print Name of authorised person

.....
Office held: Director/Secretary

.....
Signature of authorised person

Adeola Fowosere
Print Name of authorised person

.....
Office held: Director