



GRANT AGREEMENT

1 April 2012

Receipt

Rural Development Organization (“RDO” or the “Grantee”) here by acknowledges the receipt of PKR 530,000 (the “Grant”) from the Association for the Development of Pakistan Inc. (“ADP”) in two tranches for the uses described below.

Permissible Uses of the Grant

The Grant may only be used for non-profit purposes as defined by Section 501 of the United States Internal Revenue Code (“IRC”). The Grant is for the sole expressed purpose of funding the list of items identified in the attached budget (“Exhibit A”). All other uses or expenditures are expressly forbidden without ADP’s written consent.

Certification Regarding Terrorist Financing

Grantee agrees that release of the Grant by ADP depends upon the execution of the “Certification Regarding Terrorist Financing Implementing Executive Order 13224” (“Exhibit B”) by the Grantee.

Representations Made by Grantee

Grantee represents the following to ADP:

1. Grantee is a non-profit entity and functions as a non-profit as defined by Section 501 of the US IRS.
2. Neither Grantee nor any of its officers or directors are or have ever been engaged in funding, preaching, promoting, or in any way facilitating, directly or indirectly, any terrorist activity, violent political activity, or other activity that is illegal under any applicable law.
3. The names of Grantee, its Board members, shareholders, members, officers, senior employees, and any organization through which Grantee conducts business do not appear, as of the effective date of this agreement, on any of the lists referenced in Exhibit C. Grantee does not have any other affiliation, including but not limited to the direct or indirect receipt or contribution of funds, with the persons or organizations named on said lists as of the effective date of this agreement.

ADP Liability

Grantee agrees to indemnify, defend, and hold ADP harmless from and against any losses, claims, liabilities, damages, costs, or expense of any kind (including reasonable attorneys’ fees) which arise out of, relate to, or are in any way connected with the Grant, any expenditure therefrom, and any acts of Grantee or any of its personnel.

Grantee Deliverables

Grantee shall deliver the following to ADP at the specified dates:

1. Receipts for all expenditures over Rs. 1,000/-



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2. Report A: One month from receiving the first tranche
3. Report B: Three months from receiving the first tranche
4. Report C: One month from receiving the second tranche
5. Report D: Three months from receiving the second tranche

In addition, Grantee will facilitate the visit by an authorized representative of ADP to the project site during working hours without prior notice.

ADP is very excited about funding the Grant and is looking forward to working with RDO in the future on multiple other projects should this contract be successfully executed by both parties.

The date on which RDO executes this agreement shall be recorded as the "Effective Date" of the contract. Grantee shall remit to ADP an executed copy of the agreement prior to any release of the Funding.

Sincerely,

ASSOCIATION FOR THE DEVELOPMENT
OF PAKISTAN INC.

By: Tarim Wasim
Name: TARIM WASIM
Title: TREASURER
Date: APRIL 10, 2012

Acknowledged and agreed:

Rural Development Organization

By: Rural Development Organization (RDO) M. Mohsin
Name: Muhammad Mohsin
Title: Chief Executive Officer
Date: 2 April, 2012



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Exhibit A

Consistent with most ADP projects, the funding for this project will be disbursed in two tranches. The first tranche will cover the cost of two machines (one X-Ray Machine and one Sony Ultrasound Printer) in addition to the cost of installation of these machines. Further funding will only be approved if the reports provided by RDO are satisfactory to the ADP project team.

**Tranche #1
Required Equipment Detail**

| Sr. # | Items | Quantity | Cost Per Item (Rs.) | Total Amount Rs. | Tranche # |
|----------------------------|--------------------------|----------|---------------------|------------------|-----------|
| 1 | Sony ultra sound printer | 1 | 65,000 | 65,000 | 1 |
| 2 | X-rays Machine | 1 | 250,000 | 250,000 | 1 |
| Total funded by ADP | | | | 315,000 | |

Exhibit B

The second tranche will cover the cost of two machines (ECG Machine and Anesthesia Machine) and miscellaneous laboratory equipment and will be disbursed after the provision of Reports A and B to the ADP project team.

**Tranche #2
Required Equipment Detail**

| Sr. # | Items | Quantity | Cost Per Item (Rs.) | Total Amount Rs. | Tranche # |
|----------------------------|--|------------|---------------------|------------------|-----------|
| 1 | ECG Machine | 1 | 35,000 | 35,000 | 2 |
| 2 | Anesthesia Machine | 1 | 120000 | 120,000 | 2 |
| 3 | Laboratory (Partial equipment required- as Fist aid items we already have) | Misc. Item | 60,000 | 60,000 | 2 |
| Total funded by ADP | | | | 215,000 | |



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Exhibit C

CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

By signing and submitting this application, Rural Development Organization (“RDO” or the “Grantee”) provides to the Association for the Development of Pakistan (“ADP”) the certification set out below:

1. Grantee has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. Specifically, in order to comply with its obligations under paragraph 1, Grantee will take the following steps:
 - a. Before providing any material support or resources to an individual or entity, Grantee will verify that the individual or entity does not appear:
 - i. on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website (<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>), or
 - ii. on any supplementary list of prohibited individuals or entities that may be provided by ADP to Grantee.

Grantee also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Grantee should refer to the consolidated list available online at the 1267 Committee’s website (<http://www.un.org/sc/committees/1267/consolidatedlist.htm>).

- b. Before providing any material support or resources to an individual or entity, Grantee will consider all information about that individual or entity of which it is aware or that is available to the public.
- c. Grantee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.



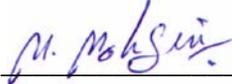
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3. Definitions.

- a. **“Material support and resources”** means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
- b. **“Terrorist act”** means:
 - i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site, http://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSG); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. **“Entity”** means a partnership, association, corporation, or other organization, group or subgroup. This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by ADP prior to the end of its term.

Acknowledged and agreed:

Rural Development Organization

By: Rural Development Organization (RDO) 
Name: Muhammad Mohsin
Title: Chief Executive Officer
Date: 2 April, 2012



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Exhibit D

Lists of persons or organizations deemed to be or suspected to be associated with terrorist acts.

1. The Specially Designated Nationals list of the United States Department of Treasury's Office of Foreign Assets Control (<http://www.ustreas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>).
2. The Terrorist Exclusion List of the United States Department of Justice (<http://www.state.gov/s/ct/rls/other/des/123086.htm>).
3. The Foreign Terrorist Organizations maintained by the United States Secretary of State (<http://www.state.gov/s/ct/rls/other/des/123085.htm>).
4. Lists annexed to Executive Orders of the United States President (e.g., <http://www.fas.org/irp/offdocs/eo/eo-13224.htm>).
5. The Consolidated List of the United Nations, established pursuant to Resolutions 1267 and 1390 (<http://www.un.org/sc/committees/1267/consolist.shtml>).
6. The European Union List, established pursuant to EU Regulation 2580 (http://eur-lex.europa.eu/LexUriServ/site/en/oj/2007/l_169/l_16920070629en00690074.pdf).



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Report A

Report A is due one month after the disbursement of the first tranche

Report A shall contain the following items:

1. A comprehensive report on the installation/operation of the X-Ray Machine and Sony Ultrasound Printer which shall include the following details:
 - a. Cost of each machine purchased and installed, along with the receipts.
 - b. Pictures of the installed machines
 - c. Report on any maintenance required for each machine
 - d. Details of any marketing activities undertaken by RDO to the local populace.
2. The following Statistics along with supporting documents

| Equipment | Patients Served - Actual | Patients Served - Projected | Receipts from Sales | Maintenance Required (Y/N) |
|-----------------------|-------------------------------------|--|--------------------------------|---------------------------------------|
| Ultrasound Printer | | 210 | | |
| X-Ray Machine | | 250 | | |

Total No. of Patients Served:

No. of Repeat Customers:

| | Total in PKR |
|---|---------------------|
| Income earned from Purchee Fee | |
| Other Income | |
| Total Income | |
| Salaries Paid | |
| Utility Expense | |
| Other Expenses | |
| Total Expenditure | |
| Surplus/Shortfall (contributed by RDO) | |

3. Receipts of the amount of PKR 1,000/- or higher



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Report B

Report B is due three months after the disbursement of the first tranche

Report B shall contain the following items:

1. The following Statistics along with supporting documentation:

| Equipment | Patients Served - Actual | Patients Served - Projected | Receipts from Sales | Maintenance Required (Y/N) |
|-----------------------|-------------------------------------|--|--------------------------------|---------------------------------------|
| Ultrasound Printer | | 630 | | |
| X-Ray Machine | | 750 | | |

Total No. of Patients Served:

No. of Repeat Customers:

| | Total in PKR |
|---|---------------------|
| Income earned from Purchee Fee | |
| Other Income | |
| Total Income | |
| Salaries Paid | |
| Utility Expense | |
| Other Expenses | |
| Total Expenditure | |
| Surplus/Shortfall (contributed by RDO) | |

2. Details of any marketing activities carried out by RDO to the local populace.
3. Receipts of the amount of PKR 1,000/- or higher



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Report C

Report C is due one month after the disbursement of the second tranche

Report C shall contain the following items:

1. A comprehensive report on the installation/operation of the ECG Machine, Anesthesia Machine and the specified Laboratory Equipment which shall include the following details:
 - a. Cost of each machine purchased and installed, along with the receipts.
 - b. Pictures of the installed machines
 - c. Details of any marketing of the machines by RDO to the local populace.
2. The following statistics along with supporting documentation:

| Equipment | Patients Served - Actual | Patients Served - Projected | Receipts from Sales | Maintenance Required (Y/N) |
|--------------------|---------------------------------|------------------------------------|----------------------------|-----------------------------------|
| Ultrasound Printer | | 250 | | |
| X-Ray Machine | | 210 | | |
| ECG Machine | | 210 | | |
| Anesthesia Machine | | 120 | | |
| Lab Equipment | | | | |

Total No. of Patients Served:

No. of Repeat Customers:

| | Total in PKR |
|---|---------------------|
| Income earned from Purchee Fee | |
| Other Income | |
| Total Income | |
| Salaries Paid | |
| Utility Expense | |
| Other Expenses | |
| Total Expenditure | |
| Surplus/Shortfall (contributed by RDO) | |

3. Receipts of the amount of PKR 1,000/- or higher



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Report D

Report D is due three months after the disbursement of the second tranche

Report D shall contain the following items:

1. The following statistics along with supporting documentation:

| Equipment | Patients Served - Actual | Patients Served - Projected | Receipts from Sales | Maintenance Required (Y/N) |
|--------------------|---------------------------------|------------------------------------|----------------------------|-----------------------------------|
| Ultrasound Printer | | 750 | | |
| X-Ray Machine | | 630 | | |
| ECG Machine | | 630 | | |
| Anesthesia Machine | | 360 | | |
| Lab Equipment | | | | |

Total No. of Patients Served:

No. of Repeat Customers:

| | Total in PKR |
|---|---------------------|
| Income earned from Purchee Fee | |
| Other Income | |
| Total Income | |
| Salaries Paid | |
| Utility Expense | |
| Other Expenses | |
| Total Expenditure | |
| Surplus/Shortfall (contributed by RDO) | |

2. Details of any marketing activities carried out by RDO to the local populace.
3. Receipts of the amount of PKR 1,000/- or higher