



June 14, 2023

(Via E-Mail)

Mr. Bally Saputra Datuk Janosati
President Director
Riyadh Group Indonesia
Head Quarter Office. Graha Menara Hijau, Suite 502. Jakarta, Indonesia

**RE: Financing Arrangement, Project Management, Conceptual Design Services
 Riyadh Group CyberJaya Healthcare Complex in Malaysia
 MI P-1017-R**

Dear Mr. Bally Datuk Janosati,

We are pleased to submit this fee proposal to you for financing arrangement, Planning, Conceptual design, procurement preparations, and project management services regarding the Riyadh Group CyberJaya Healthcare Complex in Malaysia.

I. BACKGROUND

1. The Riyadh Group in Indonesia ("RGI") is developing a healthcare complex in CyberJaya Malaysia to American and International standards. The complex includes a hospital, a medical office building ("MOB"), and a medical college. The MOB includes an outpatient rehabilitation center. The hospital, MOB, and the medical college will be constructed on lots 30 and 31 of the development. The total land area of lots 30 and 31 is approximately 12 acres.
2. RGI is seeking a long-term financing loan from the Export-Import Bank of the United States (EXIM). RGI will engage U.S.A. firms to export U.S.A. goods and services for the design, construction, and training. RGI will provide EXIM with a loan guarantee from a local bank acceptable to EXIM. There will be two EXIM loans: (a) an Engineering Multiplier Program Loan ("EMP Loan") which will be used for the front-end engineering, planning, and feasibility work, and (b) the Construction Long-Term Loan (the "Long-Term Loan"). The Long-Term Loan value will be determined during the front-end engineering, planning, and feasibility work.
3. McMullan International Inc. ("MI") shall perform financing arrangement, planning, conceptual design, and program management services as specified in this agreement in accordance with the terms and conditions herein. To perform its services, McMullan International will engage the following U.S.A. firms:
 - HKS Architects
 - Interface Engineering
 - Global Health Services Network
 - Allegheny International
 - CC Solutions LLC

II. SCOPE OF SERVICES

1. Services prior to obtaining the EMP Loan (estimated at three months duration).

a) Program Management Services:

- Develop the requirements for the integrated work to be performed during the EMP Loan duration.
- Establish the requirements for the planning, master planning, and conceptual design consultants' contracts.
- Coordinate with local consultants that are selected by RGI. The local consultants are to be directly engaged by RGI.
- Assist RGI in establishing the requirements for the project feasibility study. RGI will select and directly engage the firm providing the feasibility study report.
- Ensure that the consultants' contracts (including local consultants and the feasibility study) are integrated and adhere to project requirements.
- Review all contracts with RGI to ensure agreement regarding the scope and fees for work to be completed during the EMP Loan duration.
- Coordinate with EXIM regarding requirements for this project.
- Establish the requirements for developing the U.S.A. products and equipment list including estimated costs.
- Develop a disbursement and payment schedule during the EMP Loan phase.

b) Financing Arrangement Services:

- Review project documentation.
- Develop the application for the EMP Loan.
- Develop other documents required by EXIM for the EMP Loan, including but not limited to the acquisition list, exporter's certificate, and project presentations.
- Credit evaluation and review of RGI documentation, including RGI's bank that will guarantee the EMP Loan.
- Lead negotiation on behalf of RGI with EXIM.
- Coordination with EXIM staff and consultants as well as with other parties, such as the bank guarantor.
- During the disbursement period for the EMP Loan, obtain required documents from the borrower and the suppliers and prepare disbursement packages for EXIM.

2. Services During the EMP Loan Phase (estimated at eight months duration).

- #### a) Planning Services:
- The planning work will be performed by U.S.A. firms with support from local firms. These services will start at the initiation of the EMP Loan phase and will be completed by the end of the third month from the initiation of the EMP Loan phase.

- Perform an assessment of the hospital and the MOB proposed functions and specialties. Provide patient volume projection for each specialty.
 - Perform visits to Indonesia and Malaysia. Meet with hospitals and clinics that will direct Indonesian patients to the hospital and MOB in Malaysia.
 - Provide medical planning that includes functional and space programs for the hospital and the MOB.
 - Provide the hospital and the MOB organizational structure.
 - Provide the hospital and MOB anticipated operational expenses including staff salaries.
 - Provide medical equipment planning and develop the equipment list.
 - Provide education planning for the medical college including functional and space programs.
 - Provide the medical college organizational structure.
 - Provide the medical college anticipated operational expenses including staff salaries.
- b) **Master Planning Services:** The master planning work will be performed by U.S.A. firms assisted by local consultants. These services will start at the beginning of the second month from the initiation of the EMP Loan phase and will be completed by the end of the fourth month from the initiation of the EMP Loan phase.
- Perform site visit.
 - Meet with RGI's local consultants and obtain information regarding local jurisdiction requirements and site-specific requirements including but not limited to maximum built up area, height limitation, and easements.
 - Evaluate with the local consultants the need to develop a traffic study and analysis report.
 - Perform a site evaluation and assessment based on information provided by the local consultants. The information provided by the local consultants should include:
 - ✓ Site survey including availability of site utilities (site utilities connections' location and capacity).
 - ✓ Any available geotechnical information.
 - ✓ Environmental site assessment.
 - Upon completion of the site evaluation and assessment, provide three initial master planning options.
 - Present the three initial options to RGI for review and approval. RGI will select an option to be further developed.
 - Develop and finalize the master planning option that was selected by RGI.
- c) **Conceptual Design Services:** The conceptual design work will be performed by U.S.A. firms assisted by local consultants. These services will start at the beginning of the fifth month from initiation of the EMP Loan phase and will be completed by the end of seventh month from the initiation of the EMP Loan phase.
- Upon completion of the final master plan and obtaining the necessary information from the feasibility study, develop a conceptual design for each facility.

- The conceptual design phase scope of work will be as defined by AIA. Typically, conceptual design represents approximately five percent (5%) of final design documents.
 - Coordinate with RGI and the local consultants during the conceptual design work.
 - The conceptual design will include the following services:
 - ✓ Architectural
 - ✓ Mechanical, Electrical, Plumbing
 - ✓ Cost Modeling
- d) **Program Management Services:** work will be performed by U.S.A. firms. This work will start from the initiation of the EMP Loan phase and will be completed at the end of the eighth month from the initiation of the EMP Loan phase:
- Develop and maintain the Project Responsibility Matrix for all members of the project team. This document will be the basis for establishing the roles, responsibilities, and overall communication structure.
 - Facilitate Target Value Design meetings to ensure the project adheres to the established budget. Conduct team pull scheduling sessions to establish baseline tasks and timelines to achieve the Project Schedule objectives.
 - Develop and maintain the Project Master Schedule.
 - Coordinate with the project team and RGI on all key decisions and assumptions impacting the quality, efficiency, and cost of the project to confirm it remains within budgetary constraints. Coordinate and maintain the communications log.
 - Coordinate with local consultants. Ensure that local consultant work is coordinated with U.S.A. consultant work.
- e) **U.S.A. Product Procurement List Preparation Services:** work will be performed by U.S.A. firms. These services will start from the beginning of the sixth month from the initiation of the EMP Loan phase and will be completed at the end of the eighth month from the initiation of the EMP Loan phase.
- Provide initial U.S.A. product list including architectural, exterior envelope, MEP, medical equipment, medical furniture, prefabricated and modular systems, laboratory equipment, consumables, and others. Also provide initial U.S.A. services list.
 - Establish a single document that includes all initial equipment with corresponding cost.
 - Coordinate with EXIM requirements such as developing a small business vendor list from which some products will be provided and determine the percentage manufactured in the U.S.A.
 - Coordinate with manufacturers as to cost escalation and procurement and production timeline.
 - Determine the payment requirements and payment schedule for each manufacturer.
 - Provide recommendation report including scheduling and costing.

- f) **Financing Arrangement Services:** services to obtain the Long-Term Loan will start beginning of second month from the initiation of the EMP Loan phase and will be completed at the end of eight month from the initiation of the EMP Loan phase.
- Develop a financial application for the Long-Term Loan.
 - Develop other documents required by EXIM for the Long-Term Loan, including but not limited to the acquisition list, exporter's certificate, project presentations.
 - Credit and feasibility evaluation. Lead negotiation on behalf of RGI with EXIM.
 - Develop the Long-Term Loan disbursement and payment schedule.
 - Coordination with EXIM staff and consultants as well as with other parties, such as the bank guarantor.

3. Services During Final Design and Construction Phase: These services are not included in in this agreement, however they could include:

- a) **Program Management Services:** Scope of work and fee will be determined during the EMP Loan phase.
- b) **Schematic and Bridging Design Services:** Scope of work and fee will be determined during the EMP Loan phase.
- c) **U.S.A. Products Procurement Services Indicated in Item 2.b:** Scope of work and fee will be determined during the EMP Loan phase.
- d) **Hospital and Medical College Pre-Operations Services:** Scope of work and fee will be determined during the EMP Loan phase.

III. FEES AND PAYMENT

1. Fees for Services Prior to Obtaining the EMP Loan are divided into monthly fees and success fees.

- a. The monthly fees total: **\$48,000**
- Initial payment is due prior to start of work: **\$16,000.**
 - Second payment is due 30 days from start of work: **\$16,000.**
 - Third payment is due 60 days from start of work: **\$16,000.**

2. Financing Arrangement Services: The fee for the financing arrangement of the Long-Term Loan is based on a success fee equal to 0.8% of the total amount of the Long-Term Loan. This fee shall be paid in three equal installments:

- The first payment is due within 30 days of obtaining the EXIM approval to finance the Long-Term Loan.
- The second payment is due within 120 days of obtaining the EXIM approval to finance the Long-Term Loan.
- The third payment is due within 210 days of obtaining the EXIM approval to finance the Long-Term Loan.

3. Commencement of Work

Work will commence upon receipt of a signed copy of this proposal and receipt of initial payments for each phase.

4. Currency of Payment

All payments shall be paid to McMullan International in U.S. Dollars.

IV. GENERAL CONDITIONS

1. Limited of Term

This proposal must be accepted within three months, or the fees must be renegotiated.

2. Additional Services

It is understood that RGI might ask for additional program and project management services. Fees for the additional services will be negotiated between the parties depending on the scope of work.

3. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein through no fault of the terminating party. In the event of termination, MI will be paid for all services rendered to the date of termination. This termination clause only applies to program and project management service and does not apply to the arrangement of financing.

4. Indemnification

RGI shall indemnify, defend and hold harmless MI, and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of RGI, anyone employed or retained by RGI, and anyone else for whom RGI may be legally liable.

5. Third Party Beneficiary

The RGI and MI agree that the services to be performed by MI pursuant to this Agreement are solely for the benefit of RGI and are not intended by either MI or RGI to benefit any other person or entity. To the extent that any other person or entity benefits by the services performed by MI pursuant to this Agreement, such benefit is purely incidental and such other party shall not be deemed a third-party beneficiary to this Agreement.

6. Personal Liability

In the event of any dispute or claim between RGI and MI arising out of or in connection with the project, RGI and MI agree that they shall look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision of this Agreement, MI's, and RGI's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

7. Suspension of the Project

If the project is suspended for more than thirty (30) calendar days in the aggregate, MI shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. If the project is suspended for more than ninety (90) calendar days in the aggregate, MI may, at their option, terminate this Agreement upon giving notice in writing to the RGI.

8. Successors

The RGI and MI, each bind itself as well as its successors and assigns to the other party of this Agreement and to the successors and assigns of such other party in respect to all covenants and obligations of this Agreement.

9. Assignment

Neither RGI nor MI shall assign this Agreement, any rights thereunder or any causes of action arising therefrom without the written consent of the other. Any purported assignment or transfer, except as noted above, shall be deemed null, void, and invalid, the assignee shall acquire no rights as a result of such purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

10. Disputes Resolution

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of the relating to this Agreement or breach thereof will be presented to non-binding mediation with a mediator from the McCammon Group, as a precondition to filing of litigation in the Circuit Court of Fairfax County, Virginia.

11. Governing Law

This Agreement has been executed and delivered, and will be interpreted, construed, and enforced pursuant to and in accordance with the laws of England, for which all disputes arising from the interpretation, implementation, or termination of this Agreement shall have to be conclusively settled via arbitration at The London Court of International Arbitration (LCIA), in accordance with LCIA Arbitration Rules ("Arbitration Rules"), and through an arbitration board comprising three arbitrators who shall be nominated and summoned up in accordance with the Arbitration Rules then in effect. All proceedings shall be in the English language.



Mr. Bally Saputra Datuk Janosati
Riyadh Group Indonesia
June 14, 2023

By signing this Agreement, the individual warrants that he/she has the legal authority to bind their company to this Agreement.

We trust the preceding meets with your approval. Please confirm your approval and acceptance of the foregoing terms and conditions by signing below and returning a copy for our records.

Offered by:

McMullan International, Inc.

Accepted by:

Pt. Riyadh Group Indonesia

Mohammed A. Ghosheh
President

Bally Saputra Datuk Janosati
President Director

Date

Date