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Strategic Alliance Agreement

This Strategic Alliance Agreement (this "Agreement") is entered into as of the 28 day of February, 2012 (hereinafter referred to as the effective date of the Agreement), by and between B.L.T. Construction Services Inc. ("BLT") and Sprung Instant Structures Ltd. ("Sprung")

WITNESSETH:

Whereas, BLT and Sprung wish to enter into a strategic alliance to market and perform certain complementary business services;

Now, therefore, in consideration of the foregoing and of the mutual premises hereinafter expressed, the parties hereto do mutually agree as follows:

1. SCOPE OF STRATEGIC ALLIANCE:

Common Goal

Whereas, Sprung the manufacturer and supplier of "Stressed Membrane Structure" with Canadian Patent No. 2,585,257 and BLT the general contractor and installation provider for Sprung structures for over a decade wish to forge this agreement in the common goal to increase sales of Sprung Structures in the Province of Ontario.

Both parties acknowledge and agree that the Ontario market place holds great untapped potential for the future development of Sprung Structures primarily but not limited to the "Sports & Recreation Market". This agreement is specifically targeting to a "turn key" delivery approach for customers.

Sprung having the proprietary rights to the manufacture and sale of its structures shall refer all clients exclusively to BLT who are seeking a turn key approach. Sprung will jointly assist BLT in the design & engineering of its structures and jointly manage all customer relations as it relates to the structure.

BLT will likewise refer all clients looking to construct "Membrane or Steel Buildings" solely to Sprung. BLT ceases to do any construction of any alternative "Membrane or Steel Building" and exclusively work with Sprung. BLT will enter into a contract directly with the customer. BLT shall in a professional manner manage all aspects of the "turn key" project.



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Both parties acknowledge the synergies of this Agreement that Sprung is the leader in the market place of Performance Structures with LEED certification. BLT is a certified installation company of Sprung and whose primary business as a general contractor primarily deals in the Hospitality and Sport Venues. The common goal is to provide turn key solutions for customers in a 6- 8 month time period.

2. PERIOD OF PERFORMANCE:

This Agreement shall be effective as of the date first set forth above and, shall expire in 2 years. This Agreement shall be automatically renewed for a successive 2 year period unless either party gives written notice of termination to the other party at least 60 days prior to the expiration. Notwithstanding the foregoing, this agreement shall be early terminated by mutual agreement of both parties.

3. MANAGEMENT:

Each party shall designate a partner, officer or other senior person to be responsible for the overall administration of this Agreement.

4. CONFIDENTIAL INFORMATION:

The parties acknowledge and agree that in the course of the performance of the services rendered or additional services pursuant to this agreement, that each may be given access to, or come into possession of, confidential information of the other party which information may contain trade secrets, proprietary data or other confidential material of that party. Therefore the parties have executed a Non-Disclosure Agreement. No party of this agreement will be made public without written consent of both parties.

5. NO PARTNERSHIP:

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Sprung and BLT, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. The parties do not contemplate a sharing of profits relating to Sprung or BLT. Revenues and expenses relating to the services and any additional services shall be reported separately by the parties for CRA purposes. During the performance of any of the services Sprung employees will not be considered employees of BLT and vice versa.



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6. TRADEMARK, TRADE NAME AND COPYRIGHTS:

Except as expressly provided herein, this Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks or copyrights.

7. IDEMNIFICATION:

Each Sprung and BLT, at its own expense, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any third-party suits, actions, investigations and proceedings, and related costs and expenses resulting solely and directly from this indemnifying party's negligence or willful misconduct. Neither Sprung nor BLT shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each Sprung and BLT agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claims with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

8. NON-SOLICITATION OF PERSONNEL:

Sprung and BLT agree not to engage in any attempt whatsoever, to hire, or to engage as independent contractors, the other's employees or independent contractors during the term of this Agreement and for a period of 6 months following the expiration of this Agreement except as may be mutually agreed in writing.

9. INTELLECTUAL PROPERTY:

Work performed on the engagements pursuant to this Agreement by either Sprung or BLT and information, materials, products, and deliverables developed in conjunction with engagements pursuant to this Agreement shall be property of the respective parties performing the work or creating the information. All underlying methodology utilized by Sprung and BLT respectively which was created and/or developed by either prior to the date of this Agreement shall not become the property of the other.



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10. GENERAL PROVISIONS:

- A) **Entire Agreement:** This agreement together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This agreement cannot be modified, changed or amended, except for in writing signed by duly authorized representative of each of the parties.
- B) **Conflict:** In the event of any conflict, ambiguity or inconsistency between this agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C) **Assignment and Delegation:** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.
- D) **Notices:** Any notice required or permitted to be given under this Agreement shall be hand delivery, commercial overnight courier or registered mail to the address stated below for Sprung and B.L.T.

Sprung Instant Structures Ltd.
 PO Box 62
 80039 Maple Leaf Road
 Aldersyde, Alberta
 T0L 0A0

B.L.T. Construction Services Inc.
 953A Eglinton Ave East
 Toronto, Ontario
 M4G 4B5

- E) **Severability:** If any provision of the Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In the event, the unenforceable or invalidity of the provision shall not be affected any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if the provision had not been included, or had modified as above provided, as the case may be.
- F) **Governing Law:** This Agreement shall be governed by and construed in accordance with the province of Ontario.



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In witness whereof, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

Sprung Instant Structures Ltd.

By: [Signature]

Name: Tom Lloyd, Regional Director

B.L.T. Construction Services Inc.

By: [Signature]

Name: MARIL WATTS, PRESIDENT



B.L.T. Construction Services Inc.