CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO CERTAIN PORTIONS OF THIS AGREEMENT, WHICH PORTIONS HAVE BEEN REDACTED AND REPLACED WITH A SUMMARY OF REDACTED LANGUAGE

LICENSE AGREEMENT

This Agreement is made effective the ___ day of October, 2008 (the "Effective Date")

BETWEEN:

MIRACULINS INC.

having a principal place of business at

1250 Waverley Street
Winnipeg, Manitoba, R3T 6C6

(hereinafter referred to as "**the Licensee**")

- and -

MOUNT SINAI HOSPITAL

having a principal place of business at

600 University Avenue
Toronto, Ontario
Canada
M5G 1X5

(hereinafter referred to as "**the Hospital**")

BACKGROUND

Whereas various patents and patent applications assigned to Mount Sinai Hospital concerning the diagnosis and treatment of preeclampsia and other conditions as more fully described herein have issued or are pending in several countries; and

Whereas the Hospital wishes to license rights under said patents in order to facilitate the development of products and processes for public benefit; and

Whereas the Licensee desires to secure a license in order to develop, manufacture and sell licensed products and/or licensed processes;

Therefore, the Licensee and the Hospital hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1. The term “Affiliate” shall mean, with respect to any entity, any company, partnership, corporation or other entity controlling, controlled by or under common control with such entity. A person or entity shall be regarded as in control of another entity if it owns, or directly or indirectly controls, at least fifty percent (50%) of the voting stock or other ownership interest of the other entity, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other entity by any means whatsoever.

1.2. The term “Agreement” shall mean this technology license agreement including all attached schedules, as the same may be supplemented, amended, restated or replaced in writing from time to time as permitted herein.

1.3. The term “Caniggia” shall mean Dr Isabella Caniggia of the Samuel Lunenfeld Research Institute of Mount Sinai Hospital.

1.4. The term “Claim” shall mean (i) any claim of an issued patent within the Patent Rights for License that is valid, enforceable, unexpired and not lapsed, and (ii) any claim of a pending patent application within the Patent Rights for License that has not been abandoned or finally disallowed without possibility of appeal or refiling of such application.

1.5. The term “Field” shall mean the detection, measurement, or other determination of any marker claimed in Patent Rights for License for use in research or in connection with diagnosis, prognosis, risk assessment, predisposition, monitoring of therapy, or other medical assessment of any condition claimed in, referred to or covered by Patent Rights for License.

1.6. The term “First Commercial Sale” shall mean the first instance of a bona fide, arm’s length sale or transfer to a third party for consideration of a Potential Commercial Test. First Commercial Sale shall not include sales or transfers for research use only or analyte specific reagent sales.

1.7 References herein to an “infringement” of a Claim shall include actions that would have constituted an infringement of any Claim of a pending patent application as if the patent had been granted on the day the pending patent application had been originally filed.

1.8 The term "Know-how" means any and all trade secrets, technical expertise, knowledge, confidential information and know-how, whether patentable or unpatentable relating to the design and manufacture of a Licensed Product or performance of a Licensed Process, whether in written, machine readable, drawing or oral form, including, without limiting the generality of the foregoing, all technical information, raw material data, product specifications, processes and designs, operating and production data, calculations, computer programs, instructions and techniques, quality control and other standards, and drawings relating thereto, developed by Caniggia while she is employed by or appointed to the Hospital or otherwise, that exists as of the date of this Agreement.

1.9 The term "Licensed Process" shall mean any process claimed in whole or in part under Patent Rights for License that without a license would infringe a Claim in a country of the Patent Rights for License. As used herein, "sale" of a Licensed Process shall include the sale of a service performed by Licensee, its Affiliates or its Sub-Licensees in such country for the benefit of a third party that is not an Affiliate (except an Affiliate which is the end user of such Licensed Product or Licensed Process) and shall not include the sale of a Licensed Product.

1.10. The term "Licensed Product" shall mean any product the manufacture, sale or use in a country of which would, without a license, infringe a Claim in such country, or which is identified, isolated or manufactured by means of Licensed Process, that without a license, would infringe a Claim in such country.

1.11. The term "Net Sales" shall mean, with respect to any Licensed Product or Licensed Process in any country, the gross sales price of such Licensed Product or Licensed Process invoiced by Licensee, its Affiliates or its Sub-Licensees to customers in such country who are not Affiliates (or are Affiliates but are the end users of such Licensed Product or Licensed Process) less, to the extent actually paid or accrued by Licensee, its Affiliates or Sub-Licensees (as applicable), deductions for:

(a) customary trade, quantity, cash discounts and rebates, actually allowed and taken;

(b) allowances for credits actually given for rejected or returned products, and retroactive deductions;

(c) freight and insurance if included in the invoiced amount;

(d) value added tax, sales or turnover tax, or excise taxes, or other such direct taxes (excluding income, corporate or similar taxes) incurred on the sale of such Licensed Product or Licensed Process in final form to such customers;

(e) customs duties, surcharges and other governmental charges incurred in exporting or importing such Licensed Product or Licensed Process in final form to such customers; and

(f) bad debt actually written off by Licensee as uncollectible (provided that such deduction shall be reversed to the extent that any such amount is subsequently collected).

Sales and transfers of a Licensed Product or Licensed Process by the Licensee to an Affiliate for subsequent sale by the Affiliate shall not be deemed to be a sale; in the case of such transfer, Net Sales shall be based on the gross sales price as invoiced by the Affiliate to its customer. Every commercial use or disposition of a Licensed Product or Licensed Process by the Licensee or any of its Affiliates or Sub-Licensees that is not otherwise covered above shall be deemed to be a sale of such Licensed Product or Licensed Process at the Net Sales price then payable in an arm's length transaction.

1.12. The term “Patent Rights for License” shall mean the U.S. patents and patent applications and foreign patent application listed in Schedule A, together with any continuations, continuations-in-part, any divisional applications, any substitute patent applications, any patents issuing therefrom and any reissues, disclaimers or re-examinations of any such applications or patents, and any extension of the term of any such patent and the international equivalents to those and any patents corresponding thereto and any patents in respect of which Caniggia is an inventor which are not covered by the above but which contains claims for the detection of the markers in the above patents in bodily fluids.

1.13. The term “Payment Shares” shall mean common shares of the Licensee on the TSX Venture Exchange or other recognized stock exchange that the Licensee is listed on from time to time. For purposes of calculating value where necessary, such shares will, subject to regulatory approvals, be deemed to be worth the weighted average of the trading price of the Common

Shares of the Licensee for the five (5) trading days prior to the date on which the obligation to issue said shares arises multiplied by the number of common shares.

1.14. The term "Potential Commercial Test" means a test containing one or more of the biomarkers claimed under Patent Rights for License selected for further commercial development as identified through a Confirmation Study in accordance with Schedule B.

1.15. The term "Royalty Term" shall mean, with respect to each Licensed Product or Licensed Process in each country of sale, the term for which a Claim remains in effect in such country and would be infringed but for the license granted by this Agreement, by the sale or offer for sale of such Licensed Product or Licensed Process in such country.

1.16. The term "Semi-Exclusive" shall mean ***[REDACTED: definition relating to rights to a specific marker]***.

1.17. The term "Sub-Licensee" shall mean any third party to which the Licensee has sublicensed any rights granted to the Licensee hereunder but shall not include the rights to have the Licensed Products made on behalf of the Licensee by others and have distributors or other such agents acting on behalf of Licensee market, import, and sell the Licensed Products for the Licensee.

1.18 The term "Technology for License" means the Patents Rights for License and any associated Know-how.

ARTICLE 2: GRANT OF LICENSE

2.1. In consideration of the payments as set out below and subject to the terms of this Agreement, the Hospital hereby grants the Licensee the following rights solely for use in the Field to conduct research and to make, have made, use, offer for sale, market, sell and import Licensed Products and Licensed Processes commercially:

a) a Semi-Exclusive, worldwide, royalty bearing right and license to the biomarker ***[REDACTED: specific marker]*** covered under the Patent Rights for License, and

b) an exclusive, worldwide, royalty-bearing right and license to all other Patent Rights for License other than the biomarker ***[REDACTED: specific marker]***; and

c) a non-exclusive license to use the Know-how.

2.2. Licensee shall have the right to enter into sub-licensing agreements for the privileges granted hereunder at any time after January 1, 2009 (but not prior thereto) provided that:

a) a Sub-Licensee is not an entity that by its nature is incompatible with the objectives of the Hospital as a publicly funded institution dedicated to health care and related teaching and research, as determined by the Hospital at its sole discretion;

b) for sub-licensing agreements pertaining to the Semi-Exclusive right and license to the biomarker ***[REDACTED: specific marker]*** during the term of any such sub-licensing agreement ***[REDACTED: required term for sub-license]***;

c) the Licensee shall not receive from Sub-Licensees anything of value other than in the form of cash payments in consideration for any aspect of any sub-license granted under this Agreement without the express, written permission of the Hospital; and

d) the sub-license is on terms and conditions satisfactory to the Hospital, acting reasonably, evidenced by the written consent of the Hospital (without limiting the generality of the foregoing, the Licensee shall include such terms and conditions as the Hospital shall, acting reasonably, request in writing be included therein). If no response is given by the Hospital within 21 days of the Hospital receiving a copy of the terms of such sub-license agreement, the Hospital shall be deemed to have consented to such Sub-Licensee and such terms; and

e) Licensee shall provide the Hospital with a copy of any and all sub-licensing agreements promptly upon execution.

2.3. Licensee shall develop, promote, market, and sell Licensed Products through an active and diligent program to commercially exploit the Patent Rights for License throughout the term of this Agreement, including, without limiting the generality of the foregoing, perform in accordance with the provisions of, and achieve the milestones set out in Schedule B. At the end of each calendar year from 2008 to 2014, the Hospital and the Licensee shall review the Development Milestones attached in Schedule B.

2.4. The grant of license set out in this Article 2 is subject to the retained right of Hospital, the Hospital for Sick Children and the inventors of the Technology for License to use the Technology for License for non-commercial research (and not commercially sponsored research), scholarly publication, patient care and teaching purposes, and will retain the right to present and publish accounts of its research, subject to Section 4.4.

2.5. Any and all improvements made to or derived from the Technology for License by the Licensee shall be owned by Licensee, and Licensee shall have the right to file and shall own patent applications for such improvements. ***[REDACTED: rights to certain improvements upon termination]***

2.6. In conjunction with the grant of license hereunder, following the Confirmation Study in Schedule B, Licensee agrees to give first consideration to Caniggia to conduct research, whether at Hospital or otherwise, relating to the Technology for License which Licensee does not intend to perform itself. Such research shall be the subject of a separate research sponsorship agreement to be negotiated in good faith between the parties specifying a mutually agreeable research plan, funding for the research, including both direct and overhead costs, and dealing with the intellectual property rights under any inventions made during the course of such research.

2.7 Licensee shall be able to use trade marks selected by it for the Licensed Product and Licensed Process and shall retain ownership of the entire right to such trade marks. The parties shall execute a patent license agreement attached as Schedule E hereto for recordal by the Licensee at Patent Offices, in the Licensee's sole discretion.

ARTICLE 3: ROYALTY AND PAYMENT OBLIGATIONS

3.1. In consideration of the rights granted under this Agreement, the Licensee shall pay to the Hospital, an initial, non-refundable payment of 310,000 Payment Shares issued and delivered from the treasury of the Licensee, such delivery to be made as expediently as reasonably possible with the execution and delivery of this Agreement and the Hospital authorizes the Licensee to direct its transfer agent to deliver a certificate in the name of "NBCN Clearing Inc. in trust for Mount Sinai Hospital" representing such Payment Shares for delivery by Licensee to the Hospital at the address set forth in Section 11.4.

3.2. In accordance with the schedule below, Licensee shall pay to the Hospital license maintenance fees per year, payable in advance, such payments to be due within thirty (30) days of each anniversary of the Effective Date during the term of this Agreement commencing ***[REDACTED: maintenance fees]***

a)

Notwithstanding the foregoing, the obligation to make such payments shall terminate on the First Commercial Sale of a Licensed Product or Licensed Process in any country (other than obligations which have arisen prior thereto).

3.3. Licensee shall pay to the Hospital a portion of any licensing fee, license maintenance fee, minimum royalty payment or any other such lump-sum payment or periodic or non-monetary consideration (collectively, "sublicense income") received from its Sub-Licensee(s) (other than royalties on sales of Licensed Products or Licensed Processes) obtained from Sub-Licensee(s) in connection with any sub- licenses of the rights granted herein as follows ***[REDACTED: income percentage]***

The obligations set out in this section 3.3 shall be payable in Canadian dollars and shall not apply to funds received by Licensee specifically and solely to cover the direct and overhead costs of research to be conducted by Licensee to fulfill Licensee's obligations under section 2.3 above. Any amounts payable pursuant to this section 3.3 shall be due within thirty (30) days of receipt by Licensee.

3.4 Licensee shall pay to the Hospital the payments in connection with each of the milestones set out in Schedule B. Hospital and Licensee may, upon mutual agreement, elect that any payment to be made by Licensee to Hospital hereunder be made by the delivery, subject to required regulatory approvals in effect at that time, of such number of common shares of Licensee as is determined by the parties as reflects reasonably representative value of the payment required. Issuance of any Payment Shares is subject to receipt of all applicable corporate and regulatory approvals, will be made pursuant to available exemptions from the registration and prospectus requirements of applicable securities legislation and will be subject to resale restrictions as required by securities legislation.

3.5 a) During the Royalty Term, Licensee shall pay the Hospital royalties of ***[REDACTED: royalty amount]*** of Net Sales. Such running royalty payments shall first be due on the June 30th or December 31st, whichever shall come first, following the date of first sale of a Licensed Product or Licensed Process and within thirty (30) days of each December 31 and June 30 thereafter, provided, however, that commencing on the December 31 or June 30 that royalties payable to the Hospital for the preceding period are equal to or greater than $100,000, subsequent royalty payments shall be made within thirty (30) days of the end of each calendar quarter.

b) **Royalty Stacking:** In the event that Licensee or a Sub-Licensee pays running royalties to a third party which is not an associate or affiliate of the Licensee within the meaning of the Canada Business Corporations Act or a person who is otherwise not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with the Licensee or its affiliates for a license to a pending patent application or an issued patent to make, use or sell Licensed Product or Licensed Process, then Licensee shall have the right to reduce the Royalty due to the Hospital pursuant to Section 3.5(a) by ***[REDACTED: amounts relating to anti-stacking]***

c) Notwithstanding the foregoing, the running royalty payments payable to the Hospital under Section 3.5(a) may not be reduced by the application of Section 3.5(b) above, to less than ***[REDACTED: specific amounts]*** the amount otherwise payable.

d) The running royalty payments payable to the Hospital may be further reduced by: ***[REDACTED: specific amounts]***

3.6 Licensee shall report in writing to the Hospital:

a) the date of first sale of a Licensed Product or Licensed Process within thirty (30) days of such sale; and

b) the date of First Commercial Sale of a Licensed Product or Licensed Process within thirty (30) days of such sale.

3.7 During the term of this Agreement, Licensee shall pay the Hospital minimum annual royalties commencing on the first anniversary of the First Commercial Sale of a Licensed Product or Licensed Process. ***[REDACTED: annual minimum royalties]***

3.8 Cheques for all payments due to the Hospital should be made payable to Mount Sinai Hospital.

3.9 Conversion of foreign currency to Canadian dollars shall be made at the conversion rate existing in Canada (as quoted by the Bank of Nova Scotia) on the last working day of the calendar quarter of the applicable reporting period. Such payments shall be without deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes, except as permitted in the definition of Net Sales.

3.9 Any amount owing hereunder and not paid within 30 days of the date on which such payment is due shall accrue interest at ***[REDACTED: interest rate]***, provided, however, that if this interest rate is held to be unenforceable for any reason, the interest rate shall be the maximum allowed by law at the time the payment is due.

ARTICLE 4: REPORTS AND RECORDS

4.1 Licensee shall provide the Hospital with a written report on its progress in meeting the objectives set out in section 2.3 and the technical developments and progress made toward the Development Milestone Plan attached as Schedule B within thirty (30) days of each anniversary of this Agreement. The report shall contain such information, and shall be supplemented by such additional information, as the Hospital may reasonably request in writing.

4.2 The Licensee shall be responsible for maintaining, and having its Affiliates and Sub-Licensee(s) maintain, appropriate records concerning Net Sales and any other funds received in connection with the rights granted hereunder. Records shall be maintained for at least seven (7) years from the date of the payment to which such records are relevant. Said records shall be available for inspection by up to four (4) representatives of the Hospital or its designated agents during the regular business hours of the Licensee, no more than twice annually, upon five (5) days notice, for a period of seven (7) years from the date of the payment to which such records are relevant. In the event that inspection reveals a discrepancy in reporting and a resulting underpayment greater than ***[REDACTED: specific amount]*** of the amount due to the Hospital in respect of any payment period, Licensee shall pay the full cost of such inspection plus the amount which has been underpaid.

4.3 Licensee shall provide to the Hospital, together with any payment made under section 3.5, a report setting forth for the applicable period:

a) the total amounts invoiced for each Licensed Product or Licensed Process sold by each of (i) Licensee, (ii) its Affiliates and (iii) Sub-Licensees;

b) the deductions applicable for each Licensed Product or Licensed Process as provided under section 1.12;

c) the currency conversion exchange rate utilized in connection with the conversion of the payments into Canadian dollar royalty obligations; and

d) total royalties due for each Licensed Product or Licensed Process.

If no royalties are due to the Hospital for a given reporting period during the term of this Agreement, Licensee shall so report. The Licensee shall have no responsibility to report Net Sales until such time as the Licensee first sells products or processes for which a royalty is due pursuant to this Agreement.

4.4 During the term of this Agreement and provided that during such time Caniggia is employed by or appointed to the Hospital, the Hospital agrees to:

a) keep the Licensee advised in confidence of new discoveries or developments in the Field developed by Caniggia; and

b) prior to publication or disclosure, provide a copy of any proposed publication or disclosure of Caniggia in the Field to Licensee for review at least ***[REDACTED:***

number of days] days before submission for publication or disclosure. Upon receipt of such notification, Licensee will have ***[REDACTED: number of days]***days to request that the Hospital:

i) at its sole discretion delay publication up to ***[REDACTED:number of days]***additional days to enable the Hospital to seek intellectual property protection of any intellectual property disclosed therein; and/or

ii) delete any confidential information of Licensee from the manuscript or proposed disclosure.

ARTICLE 5: PATENT PROSECUTION

5.1 The Hospital will own the licensed patent portfolio and diligently manage its prosecution and maintenance in full consultation with the Licensee and shall provide Licensee with copies of all official correspondence in connection with such prosecution and maintenance shall at all times advise Licensee of actions Hospital proposes to take and shall provide estimates of costs of proposed actions in connection therewith. The Hospital will undertake to keep the Licensee reasonably advised of the progress of prosecution and of any actions the Hospital proposes to take or has taken in connection with the prosecution or maintenance of the Patent Rights for License. The Hospital will diligently endeavor to provide the Licensee with copies of correspondence and all actions issued by patent authorities and shall, acting reasonably, take into consideration any comments, remarks or suggestions the Licensee may promptly provide to the Hospital in writing at least ten (10) days prior to any due date established by the Hospital for preparation of a response or amendment, and in any event thirty (30) days prior to any patent office due date.

5.2 Licensee shall reimburse the Hospital for all reasonably necessary expenses incurred by the Hospital in connection with the preparation, filing, prosecution and maintenance of all patent applications and patents included in Patent Rights for License ***[REDACTED: terms of patent expenses]*** The Hospital will submit to Licensee periodic invoices for expenses incurred together with particulars of the expenses; said invoices shall be payable within 30 days of receipt by the Licensee.

5.3 If the Licensee elects not to pay the expenses in connection with the filing, prosecution and maintenance of any patent application or patent included in Patent Rights for License, Licensee shall so notify the Hospital within thirty (30) days of such election ***[REDACTED: terms related to reimbursement]***

5.4 During the term of this Agreement, Licensee will not, and will ensure that its Affiliates do not, challenge the Hospital's right, title and interest in the Patent Rights for License, or the validity or enforceability of the Patent Rights for License in any court or with any patent authorities, or support third parties in such challenge or derogate in any way Hospital's right, title and interest in the Patent Rights for License.

ARTICLE 6: INFRINGEMENT

6.1 During the term of this Agreement, the Hospital and Licensee shall inform each other promptly in writing of any sale of a product or service by a third party of which the management of the Hospital or Licensee becomes aware and reasonably believes may infringe the Patent Rights for License, and shall inform the other party of any evidence indicating such infringement.

6.2 The Licensee shall have the first right, ***[REDACTED: terms related to patent enforcement]***.

6.3 In the event that either the Hospital or the Licensee shall initiate an infringement action as set out above, the other party shall fully cooperate and supply such assistance as reasonably requested by the party initiating the proceedings. Without limiting the generality of the foregoing, at Licensee's request, the Hospital shall join in any suit against an alleged infringer brought by Licensee pursuant to Section 6.2 at Licensee's expense. The party which initiates such proceedings shall have sole control of that suit and shall bear all costs of the proceedings including the reasonable costs incurred by the other party in providing such assistance and cooperation as requested pursuant to this section.

6.4 Any damages received from an infringement action shall first be used to reimburse all reasonable expenses of the litigation incurred by either party as provided for in this Article 6. Any additional amounts shall be paid to Licensee and treated as Net Sales for which a royalty is payable pursuant to Article 3.

ARTICLE 7: PROTECTION OF INVENTION

7.1 Licensee shall comply with all applicable laws in connection with the use (whether for research and development, production, sale, or otherwise and whether of Licensed Products or Licensed Processes or otherwise) of the Technology for License in any manner and shall take such commercially reasonable action as may be necessary or reasonably desirable so as to protect the ownership of the intellectual property rights covered in the Patents Rights for License to the greatest extent possible.

ARTICLE 8: TERMINATION

8.1 Unless otherwise terminated as provided for in this Agreement, the license to Patent Rights for License granted hereunder shall terminate with respect to each Claim comprising the Patent Rights for License and royalties applicable thereto, on the expiration or final determination of the invalidity of that Claim, on a country by country basis. On the expiration or final determination of the invalidity of the last Claim under Patent Rights for License this Agreement shall terminate and the Licensee shall have a fully paid up, non-revocable, worldwide, perpetual, royalty free, non-exclusive license to use and dispose of the Technology for License in the Licensee's sole discretion.

8.2 The Licensee may terminate this Agreement at any time upon thirty (30) days prior written notice.

8.3 ***[REDACTED: termination provision tied to milestones and development plan]*** .

8.4 ***[REDACTED: termination provision tied to milestones and development plan]***

8.5 The Hospital at its sole discretion may either terminate or render this Agreement non-exclusive if:

a) the Licensee shall at any time default in rendering any of the records required hereunder, or in the payment of any royalties due hereunder, or in fulfilling any of the other payment obligations or conditions hereunder and such default shall not be cured within ***[REDACTED: number of days]*** days after notice from the Hospital to the Licensee specifying the nature of the default; or

b) the Licensee shall at any time default in any other obligations or conditions hereunder and such default shall not be cured within ***[REDACTED: number of days]*** days after notice from the Hospital to the Licensee specifying the nature of the default; or

c) ***[REDACTED: termination provision tied to milestones and development plan]***

8.6 The parties agree that this Agreement shall terminate immediately prior to the filing by the Licensee of a petition in bankruptcy or insolvency, or prior to any adjudication that the Licensee is bankrupt or insolvent, or prior to the filing by the Licensee of any petition or answer seeking reorganization, readjustment or rearrangement of the business of the Licensee under any federal or provincial law relating to bankruptcy or insolvency, or prior to the appointment of a receiver for all or substantially all of the property of the Licensee, or prior to the making by the Licensee of any assignment or attempted assignment for the benefit of creditors, or prior to the institution by the Licensee of any proceedings for the termination of its corporate charter.

8.7 No failure or delay of the Hospital or the Licensee to exercise its right of termination hereunder for any one or more defaults shall be construed to prejudice their respective rights of termination for each other or subsequent default.

8.8 In the event of the termination of this Agreement for any reason whatsoever, the Licensee shall forthwith cease to sell the Licensed Products or Licensed Processes in countries where there are Claims. ***[REDACTED: clause related to inventory]***

8.9 Upon termination of this Agreement for any reason, Sub-Licensees rights shall also terminate. ***[REDACTED: clause related to sub-licensees]***

8.10 No termination of this Agreement shall release the Licensee from its obligation to report and to pay to the Hospital any royalties which shall have accrued to the Hospital up to the time such termination becomes effective, nor release either party hereto from any other liability or obligation which at said time had already accrued to the other party, nor rescind anything done or any payment or other consideration made or given to either party, nor effect in any way the survival of any right, duty or obligation which is expressly stated elsewhere in this Agreement to survive termination; provided, however, that nothing in this paragraph shall affect or be construed or operate as a waiver of the right at law or in equity of the party aggrieved by any breach of this Agreement to be compensated for any injury or damage incurred, either before or after said time, and which resulted from said breach.

8.11 The provisions of Article 1, Article 3, Sections 4.2, 4.3, 5.2, 8.7, 8.8, 8.9, 8.10, 9.5, 9.10, 10.1, 10.2, and Article 11 shall survive termination of this agreement.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1 The Parties each represents and warrants to the other that:

(a) Each Party has the power to execute, deliver and perform the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance thereof;

(b) The execution, delivery or performance of this Agreement will not constitute a violation of, be in conflict with, or result in, a breach of any agreement, or contract to which it is a party or to which it is bound;

(c) This Agreement constitutes the legal, valid and binding agreement enforceable in accordance with its terms except as such enforcement may be limited by general principles of bankruptcy, insolvency or other similar laws affecting creditors' rights generally; and

(d) They will comply with all applicable laws, regulations, ordinances, decrees or proclamations of all governmental authorities having jurisdiction over it, the Licensed Products, or any portion thereof in respect of such party's obligations hereunder.

9.2 The Hospital warrants that as of the Effective Date, ***[REDACTED: sensitive information removed]***

9.3 The Hospital warrants that it shall not grant more than one Other License for the biomarker ***[REDACTED: specific marker]*** covered under the Patent Rights for License at any point in time.

9.4 The Hospital asserts that as of the Effective Date, ***[REDACTED: sensitive information removed]***

9.5 As the Hospital's primary function is as a public healthcare, research and educational institution, it is unable to expose itself to claims for damages that may arise from the use of the Technology for License. Therefore, the Hospital makes no warranties or representations or other conditions with respect to the Technology for License or Patent Rights for License other than as expressly set forth herein. The Licensee acknowledges that it has undertaken its own due diligence in relation to same.

9.6 The Hospital represents, warrants and covenants that (i) it is an "accredited investor" as defined in section 1.1 of National Instrument 45-106 – Prospectus Exempt Distributions, and that it will maintain such status during such period as it holds Payment Shares; (ii) it will acquire any Payment Shares issued pursuant to this Agreement as principal for its account; and (iii) in connection with the issuance of any Payment Shares pursuant to this Agreement it will complete, execute and return an executed copy to the Licensee of the Accredited Investor Certificate and Form 4C - Corporate Placee Registration Form annexed hereto as Schedules "C" and "D" as the same may be changed from time to time and it will confirm the accuracy of all statements made in the Accredited Investor Certificate and the Form 4C – Corporate Placee Registration Form so executed by it from time to time. The Hospital acknowledges that the Payment Shares are subject to resale restrictions pursuant to applicable securities laws and it covenants that it will comply with any and all resale restrictions relating to the Payment Shares under applicable securities laws.

9.7 The Hospital acknowledges that it has been notified:

(i) of the delivery to the Ontario Securities Commission (the "OSC") of information with respect to the Hospital's full name, residential address (or head office) and telephone number, the number and type of securities received, the total value of such securities, the prospectus exemption relied upon by the Licensee and the date of distribution (collectively the "Subscriber Information");

(ii) that the Subscriber Information is being collected indirectly by the OSC under the authority granted to it by the securities laws of Ontario;

(iii) that the Subscriber Information is being collected for the purposes of the administration and enforcement of the securities laws of Ontario; and

(iv) that the Administrative Assistant to the Director of Corporate Finance of the OSC can be contacted at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8 or at (416) 593-8086 regarding any questions about the OSC's indirect collection of the Subscriber Information.

The Hospital authorizes the indirect collection of the Subscriber Information by the OSC.

9.8 The Licensee hereby represents and warrants ***[REDACTED: sensitive information removed]***

9.9 The Hospital represents and warrants ***[REDACTED: sensitive information removed]***.

9.10 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE HOSPITAL MAKES NO REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR VALIDITY OF PATENT RIGHTS FOR LICENSE CLAIMS. THE HOSPITAL MAKES NO REPRESENTATION OR WARRANTY THAT THE EXERCISE BY THE LICENSEE OF THE LICENSE GRANTED HEREIN SHALL NOT INFRINGE THE PATENT RIGHTS OF A THIRD PARTY. THE HOSPITAL DOES NOT WARRANT OR REPRESENT THAT PENDING PATENT APPLICATIONS WILL ISSUE, OR IF ISSUED WILL BE VALID, OR THAT THE PRACTICE OF ANY TECHNICAL INFORMATION OR KNOW-HOW DISCLOSED TO LICENSEE PURSUANT TO THIS AGREEMENT DOES NOT CONSTITUTE INFRINGEMENT OF RIGHTS OF PERSONS NOT PARTIES HERETO. THE HOSPITAL MAKES NO REPRESENTATION THAT THE PATENT RIGHTS FOR LICENSE ARE FREE FROM DEFECT OR LIABILITY OF INTELLECTUAL PROPERTY INFRINGEMENT.

ARTICLE 10: INDEMNIFICATION

10.1 The Licensee shall hold harmless, indemnify and defend the Hospital, The Hospital for Sick Children and their respective trustees, directors, officers, employees, appointees, trainees, contractors, subcontractors and agents (the “Indemnitees”) from all liabilities, demands, damages, expenses and losses resulting from all claims, demands, actions and other proceedings by any third party to the extent arising from (i) any breach or incorrectness of any representation or warranty made by Licensee in this Agreement or (ii) any failure by Licensee to perform or fulfill any of its covenants, agreements, indemnities or obligations of any kind under this Agreement, (iii) any product liability and intellectual property infringement or alleged infringement claims, and any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property arising from the direct or indirect use of any of the Patent Rights for License by the Licensee or persons acting on behalf of or under authorization from Licensee (including, without limitation, a Sub-Licensee), (iv) the research and development, production, manufacture, sale, use, lease, consumption or advertisement or other disposition of Licensed Product(s) or Licensed Process(es) by the Licensee or by any party acting on behalf of or under authorization from the Licensee (including, without limitation, a Sub-Licensee), or (v) any activity or obligation of the Licensee set out herein; except in each case to the extent arising from the negligence or willful misconduct of an Indemnitee. The foregoing shall not include any claims, threats, liability or expense by reason or arising out of any use of Patent Rights for License by the Hospital, any affiliates of the Hospital, The Hospital for Sick Children or the inventors of the Patent Rights for License, other than as may arise from the use of a Licensed Product or Licensed Process obtained from Licensee or a sublicensee or designate of Licensee. The provisions of this paragraph shall survive termination of this Agreement.

10.2 An Indemnitee that intends to claim indemnification under Section 10.1 shall notify Licensee (the “Notice”) as soon as reasonably practicable of any claim, demand, action or other proceeding (collectively, a “Indemnitee Claim”) for which the Indemnitee intends to claim such indemnification. If the Indemnitee Claim is by a third party against an Indemnitee (a “Third Party Claim”) the Licensee shall have the right to participate in, and to the extent the Licensee so desires jointly with any other indemnitor similarly noticed, to assume the defense thereof with counsel selected by the Licensee provided that the counsel is acceptable to the Indemnitee, acting reasonably; provided, however, that the Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Licensee, if (i) representation of the Indemnitee by the counsel retained by the Licensee would be inappropriate due to actual or potential differing interests between the Indemnitee and any other party represented by such counsel in such proceedings, (ii) the employment of counsel by the Indemnitee has been authorized by the Licensee or (iii) the Licensee fails to assume the defense of such Indemnitee Claim on behalf of the Indemnitee within 30 days of receiving notice of such claim (or such shorter period of time as may be required in order to properly respond to the Indemnitee Claim in a timely manner), in any of which cases the Licensee shall not have the right to assume the defense of such suit on behalf of the Indemnitee but shall be liable to pay the reasonable fees and expenses of counsel for the Indemnitee. The indemnity obligations under Section 10.1 shall not apply to amounts paid in settlement of any claim, demand, action or other proceeding if such settlement is effected without the prior express written consent of the Licensee, which consent shall not be unreasonably withheld or delayed. The failure by an Indemnitee to deliver the Notice to the Licensee as required by this Section 10.2 shall not relieve the Licensee of its responsibility to indemnify the Indemnitee for such claim, unless (and only to the extent that) the delay in giving such notice is prejudicial to the Licensee. The Licensee, the Indemnitee(s) and, if applicable, its employees and agents, shall reasonably cooperate with each other and their respective legal representatives in the investigation of any claim, demand, action or other proceeding covered by Section 10.1.

10.3 Licensee shall obtain and at all times maintain in effect comprehensive general liability insurance, including product liability insurance, if applicable, in amounts and on terms that are acceptable to Hospital, acting reasonably. Insurance shall be at a minimum, the amount a reasonable and prudent business person in a similar business and in connection with products or processes of a nature comparable to the Licensed Product and Licensed Processes would maintain and with an insurer having and maintaining at least an AM Best “A-” rating. ***[REDACTED: details of insurance]*** Licensee shall provide a certificate of insurance to Hospital upon request no more than once per calendar year.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 The Licensee shall not assign, transfer, mortgage, charge, or otherwise dispose of any of its rights, duties, or obligations under the License Agreement without the prior written consent of the Hospital, except that the Licensee may assign the License Agreement, without the Hospital's prior consent, to an Affiliate or subsidiary of Licensee provided that the transferor guarantees the performance of the transferee, or to a third party that acquires all or substantially all of the assets and business of Licensee to which the License Agreement pertains provided that such assignee agrees to abide by the provisions of the License Agreement and provided further that such transferor is not by the nature of its business incompatible with principles and purposes of the Hospital as a non-profit academic health centre. ***[REDACTED: assignment rights by Licensor]***.

11.2 Licensee shall not use the Hospital's name or any of the Hospital's logos or trade-marks without the prior written consent of the Hospital. No such permitted use of the Hospital's name shall be made in a manner to imply endorsement by the Hospital of the products or services of the Licensee. This restriction shall not be interpreted so as to prevent the use of the Hospital's name required to comply with the requirements of any securities commission or financial market or disclosure to shareholders of the Licensee, potential future investors in the Licensee and legal, financial and other advisors to the Licensee.

11.3. a) All information relating to the Technology for License shall be kept confidential by the Licensee and used only for the purposes outlined in this License Agreement. The Licensee shall mark all documents and correspondence "Confidential", as directed by the Hospital from time to time. The Licensee shall be responsible for the adherence of its employees and consultants to such requirements. Any employee of or consultant to the Licensee with access to the Hospital's confidential information shall sign a confidentiality and nondisclosure agreement containing confidentiality and non-disclosure covenants no less stringent than the terms and conditions the Licensee uses to protect its own confidential information . This restriction shall not be interpreted so as to prevent disclosure of such material information as would be required to comply with the requirements of any securities commission or financial market or disclosure to shareholders of the Licensee, potential future investors in the Licensee and legal, financial and other advisors to the Licensee.

b) It is anticipated that the Hospital will receive confidential product development plans and financial information of the Licensee pursuant to this Agreement. The Hospital shall maintain such confidential information of Licensee in confidence using at least the same degree of care that the Hospital uses for its own information of a similar nature and at least a reasonable degree of care.

c) The provisions of Sections 11.3(a) and (b) shall not apply to any information that (i) the receiving party can demonstrate is generally known to the public at the time of the disclosing party's disclosure to the receiving party, or thereafter becomes generally known to the public through no action or inaction by the receiving party or its employees, consultants or agents, (ii) another party lawfully disclosed to the receiving party not in violation of any obligations of confidentiality to the disclosing party, (iii) was known to the receiving party prior to its receipt as can be demonstrated by documentary evidence, (iv) was independently and subsequently developed by employees of the receiving party who were unaware of the disclosing party's Confidential Information as can be demonstrated by documentary evidence, (v) is required to be disclosed by court or other governmental order, rule or regulation, provided that the receiving party gives prompt notice of such required disclosure to the disclosing party in order to allow the disclosing party to seek protective treatment, or (vi) in the opinion of Licensee's counsel is required for the observance of any applicable securities laws or stock exchange requirements.

11.4 Any notice, communication, payment or report given under this Agreement shall be in writing and delivered either personally, by facsimile transmission or by courier to:

a) if to the Licensee:

Miraculins Inc.
1250 Waverley Street
Winnipeg, Manitoba, R3T 6C6
Attention: President & CEO

Telefax: 204-453-1546

b) if to the Hospital

Mount Sinai Hospital
600 University Avenue,
Toronto, Ontario,
Canada M5G 1X5
Attention: Director, Technology Transfer & Industrial Liaison

Telefax: 416-586-8844

Each notice sent in accordance with this Section shall be deemed to have been given and received:

(i) if delivered personally, on the day it was delivered if received within normal business hours, or on the first business day thereafter if the day on which it was sent was not a business day or if delivered outside normal business hours;

(ii) if delivered by facsimile, on the day it was received, or on the first business day thereafter if the day on which it was sent was not a business day or outside normal business hours; or

(iii) if delivered by courier, on the third business day following the date on which it was sent.

Either Party may by notice to the other, given as aforesaid, designate a changed address or facsimile number.

11.5 No amendment or variation to this Agreement shall operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both parties signed by an authorized representative of each party.

11.6 In the event that any provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, the remainder of the Agreement shall remain in full force and effect without said provision in said jurisdiction and such determination shall not affect the validity or enforceability of such Article or the Agreement in any other jurisdiction. The Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the parties in entering this Agreement.

11.7 The headings to Articles used in this Agreement are for convenience of reference only and shall not be used in interpreting or construing this Agreement.

11.8 The relationship of the Hospital to the Licensee is that of an independent contractor and nothing in this Agreement shall be construed as establishing an agency, partnership or employment relationship between the parties.

11.9 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and writings in respect hereto including without limitation, the Term Sheet between the parties dated July 31, 2008.

11.10 This Agreement shall not be construed to grant the Licensee or the Hospital any license or other rights except as specifically contained herein.

11.11 Time is of the essence of each provision of this Agreement.

11.12 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom in connection with any matters arising under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, and permitted assigns.

11.13 Unless otherwise expressly stated, all references to "$" and "dollars" herein shall be references to currency of Canada**.**

11.14 Licensee acknowledges and agrees that the Hospital is entering into the provisions of Section 2.4 and Article 10 as agent on behalf of, and for the benefit of the Hospital for Sick Children, the inventors of the Patent Rights and the other Indemnitees referred to in Article 10, and that the Indemnitees are entitled to indemnification under this Agreement despite the fact that they are not parties hereto. In the event that a dispute, controversy or claim arises between any such third party Indemnitee and Licensee arising from or relating to this Agreement or the performance thereof (an "Indemnitee Dispute"), such third party Indemnitee shall notify the Hospital and Licensee, and the Hospital and Licensee shall use good faith efforts to settle between themselves in an amicable way any such Indemnitee Dispute within thirty (30) days after the date of such notice. Any Indemnitee Dispute that is not settled within such thirty day period may be brought before a court having jurisdiction as provided herein, provided that the Hospital shall join as plaintiff in any claim, action or demand brought against Licensee or its Affiliates by a third party Indemnitee to enforce any and all rights of the Indemnitees hereunder.

11.15 As used herein, the singular shall include the plural and the plural the singular.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the date first written above.

MOUNT SINAI HOSPITAL	**MIRACULINS INC.**
Signature: ______________________	Signature: ______________________
Name: Joan Sproul	Name: Christopher J. Moreau
Title: Senior Vice-President, Finance	Title: President & CEO
Date: ______________________	Date: ______________________

Schedule A
Patent Rights for License
[REDACTED: Patent List]

Schedule B
Performance Requirements & Development Milestone Plan

[REDACTED: development plan]

Schedule C
Accredited Investor Form

[REDACTED: sensitive information]

Schedule D
Corporate Placee Registration Form

[REDACTED: sensitive information]

Schedule E
Patent License Agreement

MOUNT SINAI HOSPITAL

having a principal place of business at

600 University Avenue
Toronto, Ontario
Canada
M5G 1X5

(hereinafter referred to as "**the Hospital**")

- and –

MIRACULINS INC.

having a principal place of business at

1250 Waverley Street
Winnipeg, Manitoba, R3T 6C6

(hereinafter referred to as "**the Licensee**")

WHEREAS, Mount Sinai Hospital is an owner of a right and interest in and to the following patents and patent applications:

[REDACTED: patent list]

and has licensed the Licensee the right to make, use and sell products covered by such patents and patent applications in Canada, the United States and elsewhere pursuant to a License Agreement dated ___________________________ (the "License Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, it is agreed by the parties hereto as follows:

1. The Licensee agrees to make, use and sell such products in accordance with any conditions and restrictions in the License Agreement between the parties.

2. In the event of any contradiction or conflict between the License Agreement and this Agreement, the License Agreement shall entirely prevail and govern the contractual relations and all other obligations and rights between the parties.

EXECUTED at ______________________________, __________, this __________________ day of ________________________, 2008.

MOUNT SINAI HOSPITAL **MIRACULINS INC.**

Signature: *"Joan Sproul"*	Signature: *"Christopher J. Moreau"*
Name: Joan Sproul	Name: Christopher J. Moreau
Title: Senior Vice-President, Finance	Title: President& CEO
Date: ______________________	Date: ______________________

Schedule F

[REDACTED: sensitive information]