

OFFER TO PURCHASE

Christina Lake Cannabis Corp. (the "Purchaser") hereby offers to purchase (the "Offer") from Ponderosa Estates Ltd. (the "Vendor"), the lands and premises more particularly described in Part 1 of Schedule A hereto (the "Property"), free and clear of all liens, charges, encumbrances and title notations save and except those described in Part 2 of Schedule A hereto (collectively the "Permitted Encumbrances"), upon the terms and conditions contained herein.

1. ACCEPTANCE

The acceptance of this Offer by the Vendor shall convert this Offer into a binding agreement (the "Agreement") for the sale and purchase of the Property on the terms and conditions contained herein.

2. PRICE, DEPOSIT AND PAYMENT

2.1 Purchase Price

The purchase price for the Property shall be SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) in lawful money of Canada (the "Purchase Price").

2.2 Payment

The Purchaser shall pay the Purchase Price for the Property as follows:

- FIFTEEN** ~~4~~ THOUSAND DOLLARS ~~(\$10,000.00)~~ **\$15,000.00** (the "Deposit") (the "Initial Deposit") payable to Bennett Jones LLP (the "Purchaser's Solicitors"), in trust, within two (2) business days following the acceptance of the Offer by the Vendor;
- (b) the balance of the Purchase Price, subject to the adjustments provided for herein, shall be paid on the Closing Date (as defined herein) in accordance with Article 8 herein.

2.3 Deposit

The Deposit shall be dealt with as follows:

- (a) if the Purchaser's Conditions (as defined herein) are not satisfied or waived in the manner and within the time provided in this Agreement, then the Deposit shall forthwith be returned to the Purchaser; or
- (b) upon satisfaction or waiver of the Purchaser's Conditions, the Deposit shall become non-refundable except as otherwise specifically provided herein and shall be credited on account of the Purchase Price on the Closing Date; or
- (c) if the Purchaser fails to complete the purchase of the Property in accordance with this Agreement after the Purchaser's Conditions have been satisfied or waived, the Deposit shall be forfeited and paid to the Vendor as liquidated damages, and upon

receipt, the Vendor agrees that it shall have no further remedies against the Purchaser as a result of such failure to complete, and the forfeiture of the Deposit to the Vendor shall be in full and final settlement of any and all claims the Vendor may have against the Purchaser for the failure of the Purchaser to so complete; or

- (d) if the Purchaser is not in default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Property in accordance with this Agreement after the Purchaser's Conditions have been satisfied or waived or if the Vendor repudiates this Agreement, then the Deposit shall be immediately refunded and paid to the Purchaser upon demand, without prejudice to or in any way limiting any rights and remedies available to the Purchaser in respect of such default including, but not limited to, any claim by the Purchaser for loss or damages or expenses arising from or in any way connected to the Vendor's default.

The parties hereby irrevocably authorize and direct the Vendor's Agent to deal with the Deposit in the manner and at the times set forth above.

3. PURCHASER'S CONDITIONS

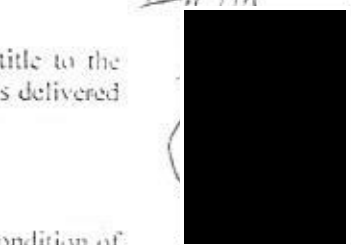
3.1 Purchaser's Conditions

The Purchaser's obligation to complete the purchase of the Property is subject to and conditional upon the Purchaser giving the Vendor written notice no later than that date that is ninety ~~90~~ days from the date of the Vendor's acceptance of this Offer (the "Subject Removal Date") confirming the following:

90 days

- (a) the Purchaser is satisfied, in its sole discretion, with its review of title to the Property, the Permitted Encumbrances and the documents and materials delivered pursuant to Sections 4.1 and 4.2 of this Agreement;
- (b) the Purchaser is satisfied, in its sole discretion, with:
 - (i) any reports on the environmental condition and geotechnical condition of the Property that it elects to obtain;
 - (ii) all of its other due diligence reviews and inspections of the Property and the Vendor; and
- (c) the Purchaser is satisfied, in its sole discretion, that the current zoning of the Property and any agricultural land reserve designation applicable to the Property permit the Purchaser's intended use of the Property, and that the Purchaser has obtained or will be able to obtain any approvals that may be required from any applicable governmental or regulatory authorities for such intended use of the Property.

(collectively the "Purchaser's Conditions").



3.2 Removal of Purchaser's Conditions

The Purchaser's Conditions are for the sole benefit of the Purchaser and may be unilaterally removed or waived in writing in whole or in part by the Purchaser by written notice to the Vendor at any time on or before the Subject Removal Date. In the event that any of the Purchaser's Conditions are not removed or waived by the Purchaser by written notice to the Vendor on or before to the Subject Removal Date, the Deposit shall be returned to the Purchaser, this Agreement shall be terminated and the parties hereto shall have no further obligations to the other hereunder, other than pursuant to Section 4.4 hereof.

4. PROPERTY DOCUMENTS AND INSPECTION

4.1 Delivery of Property Documents

The Vendor shall, at its own expense within five (5) days after the Vendor's acceptance of this Offer, deliver to the Purchaser true and complete copies of any the following that are in the possession or control of the Vendor:

- (a) all environmental site assessments, reports, studies and audits made with respect to the Property;
- (b) all permits, licenses, development agreements and any other agreements relating to the Property issued by or entered into with any authority having jurisdiction over the Property; and
- (c) any other documents, information and material relating to the Property that the Purchaser may reasonably request in connection with its due diligence reviews of the Property.

4.2 Site Profile

The Vendor covenants and agrees that, prior to the Subject Removal Date, the Vendor shall provide the Purchaser with a Schedule 1 Site Profile under the *Environmental Management Act* (British Columbia) and the B.C. Contaminated Sites Regulation.

4.3 Authorizations

The Vendor shall, at the request of the Purchaser, promptly make available to the Purchaser or the Purchaser's solicitors letters of authority addressed to the appropriate governmental authorities authorizing disclosure to the Purchaser's solicitors of any matter relating to the Property or the Vendor which the Purchaser may require in connection with its due diligence investigations of the Property and the Vendor.

4.4 Access

The Purchaser through its officers, employees, consultants, agents and other authorized representatives, shall have the right, at all reasonable times prior to the Closing Date and upon reasonable prior notice to the Vendor, to enter onto and to have access to the Property in order to

conduct such inspections and examinations of the Property as may be reasonably required by the Purchaser in connection with its due diligence investigations of the Property. The Purchaser shall be responsible for any damage to the Property resulting from such inspections and examinations and hereby indemnifies the Vendor against any and all liabilities, actions, damages, liens (including builders' liens), expenses, losses and costs arising from such activities or damage. If the purchase of the Property by the Purchaser as contemplated herein is not completed, the Purchaser shall, at its cost, repair any such damage to the Property. The covenant of repair and indemnity in this section shall survive any termination of this Agreement.

5. VENDOR'S REPRESENTATIONS AND WARRANTIES

Regardless of any independent investigation that the Purchaser may cause to be made, the Vendor hereby represents and warrants to the Purchaser, with the intent that the Purchaser shall rely on such representations and warranties in entering into this Agreement and completing the purchase of the Property as contemplated herein, that as of the date of acceptance of this Offer by the Vendor and on the Closing Date:

(a) **Corporate Status**

The Vendor is a body corporate duly incorporated and validly existing under the laws of British Columbia and duly qualified to own and sell the Property, and the Vendor is in good standing with the Office of the Registrar of Companies for British Columbia with respect to the filing of annual reports and has never been dissolved.

(b) **Title**

The Vendor is the registered and beneficial owner and has good and marketable title to the Property, free and clear of all liens, charges, claims, encumbrances and legal notations of every kind and nature save and except the Permitted Encumbrances and those financial charges, if any, to be paid out and discharged by the Vendor's solicitors on closing as provided herein.

(c) **Residency**

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* of Canada.

(d) **No Indebtedness**

On the Closing Date the Vendor will not have any indebtedness to any person, business, company, or governmental authority which by operation of law or otherwise then constitutes a lien, charge or encumbrance on the Property or which could affect the right of the Purchaser to own, occupy, and obtain revenue from the Property, except for the Permitted Encumbrances.

(e) **No Claims**

There is no claim or litigation pending or threatened with respect to the Property or the occupancy or use of the Property by the Vendor which could affect the right of the Purchaser to own, occupy, and obtain revenue from the Property or the ability of the Vendor to perform its obligations under this Agreement.

(f) **Taxes**

All municipal taxes and any local improvement assessments or levies and charges with respect to the Property which are due and payable on before the Closing Date shall be fully paid and satisfied by the Vendor on or before the Closing Date or otherwise adjusted for on closing in accordance with the terms of this Agreement.

(g) **No Leases**

There are no leases, offers to lease, agreements to lease, tenancy agreements, license agreements, parking licenses (or other agreements pertaining to parking) granted or creating any right of occupancy with respect to, or affecting, any portion of the Property.

(h) **No Contracts**

There will not be any service or maintenance contracts, employment or collective agreements or other contracts of any nature or kind with respect to the operation of the Property that will bind the Purchaser from and after the Closing Date.

(i) **Environmental Matters**

To the best of the Vendor's knowledge:

- (i) the Property is free of any explosives, radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance (collectively, "Contaminants"), the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under any laws, regulations, bylaws or other lawful requirements with respect to the environment, health or occupational health and safety of any governmental or regulatory authority having jurisdiction over the Property, including all applicable guidelines, standards and protocols as adopted by any such governmental or regulatory authority from time to time; and
- (ii) the Vendor has not used or permitted the Property to be used, and has no knowledge of the Property being used, for the storage, manufacture, disposal, treatment, generation, transport, remediation or release into the

environment, including by way of discharge, emission, spill, leakage or otherwise, of any Contaminants or for waste disposal or landfill purposes.

(j) **No Improvements**

On the Closing Date, there will have been no improvements to or other work done on the Property by or at the request of the Vendor for which a claim of builders' lien may be lawfully filed against the Property or any part thereof.

(k) **Full Disclosure**

To the best of the Vendor's knowledge, the deliveries to be made by the Vendor pursuant to Sections 4.1 and 4.2 herein are complete and represent full disclosure by the Vendor of all documents and information affecting the Property or any portion thereof that are within the possession or control of the Vendor, and the Vendor has not knowingly withheld from the Purchaser any information within the Vendor's knowledge which could reasonably be considered to materially affect the Vendor's ability to perform its obligations hereunder or which could reasonably be considered to materially adversely affect the ability of the Purchaser to own, occupy and obtain revenue from the Property or the Purchaser's liability as owner of the Property.

6. ADDITIONAL COVENANTS OF THE VENDOR

The Vendor hereby covenants and agrees with the Purchaser as follows:

- (a) from and after the Vendor's acceptance of this Offer and continuing until the Closing Date, to continue to operate, repair, replace, maintain, and manage the Property as would a prudent owner of similar property in order to maintain the existing state of repair of the Property and will maintain the existing insurance in full force and effect in the amounts and on the terms as would a prudent owner of similar Property until completion of the closing hereunder;
- (b) not to further encumber the Property in any manner whatsoever, nor cause or allow any instrument to be registered against title to the Property;
- (c) not to enter into any leases, agreements to lease, subleases, or other rights or licenses relating to the occupancy of land or premises on the Property, nor enter into any service, maintenance or other contracts in respect of the Property, that will or may be binding on the Purchaser from and after the Closing Date;
- (d) to promptly grant any authorizations required by Purchaser to authorize municipal and statutory authorities to release information confirming compliance with laws, bylaws, and other statutory and governmental regulations in respect of the Property and in respect of potential statutory liens against the Property; and
- (e) to reasonably cooperate with the Purchaser in any discussions or correspondence with any governmental or regulatory authorities, including the Agricultural Land

Commission, relating to the Property and the Purchaser's intended use thereof, and to provide such authorizations as may be reasonably required by the Purchaser in connection with any such discussions or correspondence and in order for the Purchaser to satisfy or waive the Purchaser's Conditions set forth in Section 3.1(c) herein.

7. CLOSING DATE, POSSESSION DATE AND ADJUSTMENTS

7.1 Closing Date

The closing of the sale and purchase of the Property as contemplated in this Agreement shall take place on that date that is fifteen (15) days following the removal or waiver of the Purchaser's Conditions, or if such date is not a business day, the first business day thereafter (the "Closing Date").

7.2 Possession Date

The Purchaser shall have possession of the Property subject to the Permitted Encumbrances following payment of the Purchase Price, subject to the adjustments provided for herein, to the Vendor on the Closing Date.

7.3 Adjustments

All adjustments, both incoming and outgoing, in connection with the purchase and sale of the Property including, without limitation, property taxes, local improvement charges, utilities and all other matters customarily the subject of adjustment on the sale of similar properties, shall be made as of the Closing Date such that the Purchaser shall pay all expenses and be entitled to all income with respect to the Property from and including the Closing Date.

8. CLOSING DOCUMENTS AND PROCEDURE

8.1 Vendor's Documents

On or before the Closing Date, the Vendor shall deliver to the Purchaser's solicitors the following documents, properly executed and in registrable form where required, which shall be prepared by the Purchaser's solicitors and forwarded to the Vendor's solicitors for review prior to the Closing Date and shall be in form and substance approved by the solicitors for the Purchaser and the Vendor, each acting reasonably:

- (a) a registrable freehold transfer (the "Transfer") transferring the Property to the Purchaser free and clear of all liens, charges, encumbrances and legal notations other than the Permitted Encumbrances;
- (b) a Vendor's statement of adjustments;
- (c) a mutual undertaking to re-adjust;

- (d) a statutory declaration from an officer of the Vendor that the Vendor is not a non-resident of Canada for the purpose of the *Income Tax Act* (Canada) and the *Property Transfer Tax Act* (British Columbia);
- (e) a certificate from the Vendor on the Closing Date that each of the warranties and representations of the Vendor set out herein are true and accurate in all material respects as of the Closing Date;
- (f) discharges or releases in registrable form of all liens, charges, encumbrances and notations, if any, encumbering the Property and not constituting Permitted Encumbrances, or undertakings to provide such discharges or releases which are in a form satisfactory to the solicitors for the Purchaser and the Vendor, acting reasonably; and
- (g) such further deeds, acts, things, certificates and assurances as may be requisite in the reasonable opinion of the Purchaser's solicitors for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Purchaser, title to the Property.

8.2 Purchaser's Documents

On or before the Closing Date, the Purchaser shall deliver to the Purchaser's solicitors the following:

- (a) a certified cheque, bank draft or wire transfer for the balance of the Purchase Price, subject to the adjustments described herein, less any amount to be advanced to the Purchaser on the Closing Date under any mortgage financing;
- (b) a Purchaser's statement of adjustments;
- (c) a certificate confirming the GST registered status of the Purchaser pursuant to Section 10.3;
- (d) any documents described in Section 8.2 that are required to be executed by the Purchaser; and
- (e) such other documents as the Vendor may reasonably require to document this transaction.

8.3 Registration

Following the payment in Section 8.2(a) and after receipt by the Purchaser's solicitors of the documents and items referred to in Sections 8.1 and 8.2, the Purchaser shall cause the Purchaser's solicitors to file the Transfer in the applicable Land Title Office (the "LTO"). The Purchaser's solicitors shall undertake to the Vendor's solicitors that if the balance of the adjusted Purchase Price is not paid to the Vendor or the Vendor's solicitors on the Closing Date, they shall, upon the written request of the Vendor or the Vendor's solicitors, forthwith cause the application for registration of the Transfer to be withdrawn and cancelled, if applicable.

8.4 Closing Procedure

Forthwith following the filing referred to in Section 8.3, and upon the Purchaser's solicitors conducting a post-filing title search of the Property disclosing only the following:

- (a) the existing title number to the Property;
- (b) the Permitted Encumbrances; and
- (c) the pending number assigned to the Transfer and any other documents submitted to the LTO on the Purchaser's behalf including, but not limited to, any mortgages,

and upon the Purchaser's receipt of the Purchaser's net mortgage proceeds, if any, the Purchaser shall cause the Purchaser's solicitors to pay the balance of the adjusted Purchase Price to the Vendor's solicitors, in trust, or as the Vendor may otherwise direct, and deliver the Purchaser's closing documents referred to in Section 8.2 to the Vendor's solicitors. It is expressly understood and agreed that the Vendor shall be entitled to repay from the Purchase Price any financial charges registered against title to the Property on the Closing Date that do not constitute Permitted Encumbrances and to obtain and register a discharge of such charges within a reasonable time after the Closing Date on the usual undertakings from the Vendor's solicitors, approved by the Purchaser's solicitors, each acting reasonably. Notwithstanding anything to the contrary herein, if the Purchaser will be relying on a new mortgage to finance the Purchase Price, then the Purchaser, while still being required to pay the balance of the adjusted Purchase Price on the Closing Date, may submit the Transfer for registration at the LTO in advance of receipt of mortgage proceeds PROVIDED THAT the Purchaser's solicitors have received confirmation that the Purchaser has fulfilled all its lender's conditions for the advance of mortgage proceeds, except for the submission of the mortgage security documentation for registration at the LTO, and that the Purchaser's solicitors have provided an undertaking to the Vendor's solicitors to pay the balance of the adjusted Purchase Price on the Closing Date upon the Purchaser's solicitors' receipt of mortgage proceeds and a satisfactory post-filing title search as contemplated in this Section 8.4.

8.5 Purchaser's Obligation to Pay

Notwithstanding the closing procedures referred to above, as between the Vendor and the Purchaser it remains the Purchaser's obligation to pay the Purchase Price to the Vendor on the Closing Date, regardless of whether the Purchaser's solicitors receive all or any proceeds of any financing, and the failure of the Purchaser to pay the Purchase Price to the Vendor on the Closing Date will constitute a default by the Purchaser under this Agreement.

8.6 Completion of Closing

Filing of all the requisite documents in the LTO and all matters of payment and delivery of documents by each party to the other shall be deemed to be concurrent requirements of closing so that the closing shall not be completed hereunder until everything has been paid, delivered and submitted for registration on a pending basis in the LTO. All documents to be delivered pursuant to Sections 8.1 and 8.2 will be deposited into escrow with the Purchaser's solicitors on or prior to the Closing Date, and, save for any documents requiring registration in the LTO, will not be released from escrow until the net sale proceeds are paid to the Vendor's solicitors in accordance

with Section 8.4. If for any reason, the net sale proceeds are not paid to the Vendor's solicitors in accordance with Section 8.4 on the Closing Date, then upon the written request of any party hereto the Purchaser's solicitors will return those closing documents to the party who executed or provided the same without prejudice to any party's right to assert that delivery of such documents was made by them into escrow in accordance herewith.

9. RISK

The Property shall be at the risk of the Vendor until completion of the closing hereunder on the Closing Date and shall thereafter be at the risk of the Purchaser.

10. MISCELLANEOUS

10.1 Tender

Any tender of documents or money may be made upon the Vendor or the Purchaser or their respective solicitors and money shall be tendered by certified cheque, bank draft, wire transfer or solicitor's trust cheque.

10.2 Costs

The Purchaser shall prepare and register the Transfer at its own expense. The Vendor shall bear the cost of clearing title to the Property of any liens, charges, encumbrances and legal notations not constituting Permitted Encumbrances. Each party shall bear its own legal fees.

10.3 Taxes

The Purchaser shall pay all property transfer tax in connection with the transfer of title to the Property.

The Purchaser confirms that it will be registered on the Closing Date with Canada Revenue Agency or any successor thereto ("CRA") in compliance with Part IX of the *Excise Tax Act* (Canada) relating to the federal goods and services tax (the "GST"). The Purchase Price does not include GST and the Purchaser confirms that it will be responsible for any GST payable with respect to its purchase of the Property from the Vendor, will account directly to CRA with respect thereto and will indemnify the Vendor from any and all GST, penalties, costs and/or interest which may become payable by the Vendor as a result of any failure by the Purchaser to account to CRA with respect to the GST payable in connection with the Purchaser's purchase of the Property from the Vendor, and the Purchaser will confirm its GST registration number to the Vendor on the Closing Date by providing a signed certificate in the customary form.

10.4 Assignment

The Purchaser may assign this Agreement without the consent of the Vendor, provided that such an assignment will not relieve the Purchaser from any of its covenants, liabilities or obligations under this Agreement.

10.5 Time of Essence

Time shall be of the essence of this Offer and the Agreement resulting from its acceptance.

10.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the sale and purchase of the Property and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser. There are no representations, warranties, covenants or agreements, express, implied, statutory, collateral or otherwise, save as set forth herein.

10.7 Survival

All representations, warranties, covenants and agreements contained herein shall survive the Closing Date and shall continue in full force and effect thereafter.

10.8 Further Assurances

Each party shall execute and deliver all such further documents and do all such further acts as may be reasonably required by the other party to carry out the true intent and meaning of this Agreement.

10.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Vendor and the Purchaser agree to submit to the jurisdiction of British Columbia with respect to any dispute relating to this Agreement.

10.10 Benefit

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

10.11 Execution and Counterparts

This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one and the same agreement. This Agreement or counterparts hereof may be delivered by fax or email, and the parties adopt any signatures provided or received by fax or email as original signatures of the applicable party.

II. OFFER AND ACCEPTANCE

This Offer is irrevocable and open for acceptance by the Vendor by the delivery or transmission by facsimile or email to the Purchaser of a copy of this Offer with the Vendor's acceptance executed by the Vendor no later than 2:00pm on Monday, February 23rd, 2019, failing which this Offer shall be null and void.

[Signature] [Redacted]

IN WITNESS WHEREOF the Purchaser has executed this Offer this 22nd day of February, 2019.

CHRISTINA LAKE CANNABIS CORP.

Per: [Redacted]
Authorized Signatory

VENDOR'S ACCEPTANCE OF OFFER

For and in consideration of the covenants and agreements of the Purchaser contained in the within Offer, the Vendor hereby irrevocably accepts the Offer and agrees to perform its obligations hereunder this 25 day of FEBRUARY, 2019.

PONDEROSA ESTATES LTD.

Per: [Redacted]
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE A

PROPERTY AND PERMITTED ENCUMBRANCES

PART 1 - DESCRIPTION OF PROPERTY

Municipal Address: Lot 35, Ponderosa Drive
Cascade, British Columbia, V0H 1E0

Legal Description: Parcel Identifier: 004-128-923
Lot 35 District Lots 312 and 348 Similkameen Division Yale District
Plan 29935 Except Plan 39263

PART 2 - PERMITTED ENCUMBRANCES

1. Subject to exceptions and reservations contained in the original Crown grant or contained in any other grant or disposition from the Crown;
2. The following legal notations, charges, liens and interests:

Legal Notations

This Certificate of Title May Be Affected by the Agricultural Land Commission Act, See Plan M11427

Charges, Liens and Interests

Right of Way 70885E

Right of Way F7698

Right of Way J67489

Statutory Right of Way P77600

Statutory Right of Way T52253

Statutory Right of Way X148724



**CONTRACT OF PURCHASE AND SALE
FOR COMMERCIAL REAL ESTATE
SCHEDULE**



MLS® NO: 2433933

DATE: February 22, 2019

PAGE ___ of ___ PAGES

RE: ADDRESS Lot 35 Ponderosa Drive Cascade V0M 1E0
PLAN KAP 29935 LOT 35 DISTRICT LOT 312 AND 348, EXCEPT PLAN 39263 LAND DISTRICT 54

LEGAL DESCRIPTION
 PID: 004-128-923

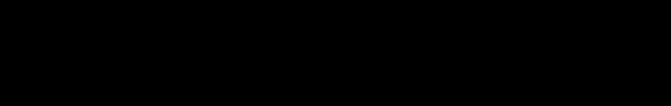

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED February 22, 2019
 MADE BETWEEN CHRISTINA LAKE CANNABIS CORP AS BUYER, AND
PONDEROSA ESTATES LTD AS SELLER AND COVERING
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:


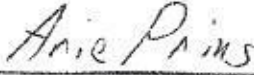
AGENCY DISCLOSURE: The Buyer and Seller acknowledge and confirm as follows

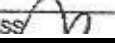

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Brian Thate PREC who is licensed in relationship with Remax Little Oaks Surrey BC.

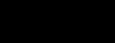
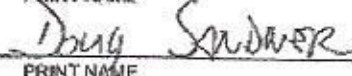
B. The Buyer acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Ken Dodds who is licensed in relationship with Grand Forks Realty Ltd.


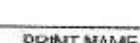
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X  WITNESS BUYER  PRINT NAME

X  WITNESS BUYER  PRINT NAME

X  WITNESS SELLER  PRINT NAME

X  WITNESS SELLER  PRINT NAME