

BHR Capital Corp.
2000-1500 West Georgia Street
Vancouver, BC V6G 2Z6

February 6, 2015

Anterior Education Systems Ltd.

507 – 700 West Pender St.
Vancouver BC V6C 1G8

Attention: Michael Hunter

Dear Sir:

Re: Proposed Acquisition of Anterior Education Systems Ltd. (“AES”) by BHR Capital Corp. (“BHR”)

This letter agreement (the “**Agreement**”) is intended to set out our mutual understanding of the terms and conditions upon which BHR will be prepared to acquire 100% of the authorized share capital of AES (the “**Transaction**”), free and clear of all liens, claims and encumbrances.

The terms of this binding Agreement are intended to govern the conduct of the parties until such time as the parties execute a long form agreement with respect to the Transaction (the “**Long Form Agreement**”) or this Agreement has been terminated in accordance with its terms. In the event that the parties are unsuccessful in entering into the Long Form Agreement by March 30, 2015, this Agreement shall govern the relationship between the parties, and the parties shall execute the Transaction pursuant to the terms of this Agreement. This Agreement shall not confer on any person or entity, other than the parties hereto, any rights or remedies.

The basic terms of the Transaction are as follows:

1. AES. AES is in the business of creating a proprietary method to create live and immersive learning environments to teach ESL skills. The currently issued and outstanding common shares of AES are held by the shareholders of AES as set out in Schedule “A” attached hereto (the “**Shareholders**”).
2. Effective Date. The effective date of the Transaction (the “**Effective Date**”) will be the date on which the Transaction is completed (the “**Closing**”), following receipt of all necessary shareholder, regulatory and court approvals (as necessary), which Effective Date will be set by BHR by providing AES with 7 days’ advance notice (which notice shall be deemed to be notice to the Shareholders), so long as the Effective Date is set to occur on or before March 31, 2015, or as otherwise determined by the mutual agreement of the Parties.
3. Purchase Price. On the Effective Date, BHR will acquire all of the issued and outstanding Common shares of AES in exchange for the issuance of 12,000,000 common shares of BHR (the “**Purchase Shares**”), to be issued to the Shareholders in the amounts set out in Schedule “A” attached hereto.

4. Long Form Agreement. BHR shall cause its counsel to prepare and send to counsel for AES the first draft of the Long Form Agreement no later than thirty (30) days from the execution of the Agreement. The parties will use reasonable commercial efforts to enter into the Long Form Agreement by March 31, 2015 or such later date as may be mutually agreed to in writing by the parties, which Long Form Agreement will, upon execution, replace and supersede this Agreement. The parties acknowledge that the Long Form Agreement will contain the covenants and conditions set out herein and additional representations, warranties and terms that are included in transactions similar to the Transaction.
5. Structure. The parties agree that each will use their best efforts to formulate a structure for the Transaction which is acceptable to each of the parties and which is formulated to:
 - (a) comply with all necessary legal and regulatory requirements;
 - (b) minimize or eliminate any adverse tax consequences; and
 - (c) be as cost effective as possible.
6. Loans. BHR will advance the following three loans to AES (the "**Loans**"), which Loans will only be recoupable in the event that the Plan of Arrangement (as defined in Section 7 below) does not close within 12 months of the date of execution of this Agreement, and on which Loans no interest will be payable:
 - (a) on February 10, 2015, BHR will advance to AES a first loan in the amount of CAD \$75,000;
 - (b) on February 19, 2015, BHR will advance to AES a second loan in the amount of CAD \$75,000; and
 - (c) on February 26, 2015, BHR will advance to AES a third loan in the amount of CAD \$50,000.
7. Plan of Arrangement and Financing. AES acknowledges and agrees that subsequent to completion of the Transaction, BHR shall complete a plan of arrangement (the "**Plan of Arrangement**") whereby BHR (and AES) would become wholly-owned subsidiaries of a reporting issuer (the "**Reporting Issuer**"). It is expected that prior to closing the Plan of Arrangement, BHR will complete the following private placements (the "**Financings**"):
 - (a) a financing of \$200,000 for units of BHR at a price of \$0.05 per unit, each unit comprised of one common share of BHR and one-half of one common share purchase warrant exercisable into one common share of BHR at \$0.10 per common share for a period of 24 months; and
 - (b) a financing of \$500,000 for units of BHR at a price of \$0.25 per unit, each unit comprised of one common share of BHR and one-half of one common share

purchase warrant exercisable into one common share of BHR at \$0.50 per common share for a period of 24 months (the “**\$0.25 Financing**”).

Any shares of BHR issued prior to the close of the Plan of Arrangement will be exchanged for the same number of shares of the Reporting Issuer. Schedule “B” attached hereto shows the proposed capitalization of the Reporting Issuer immediately after closing the Plan of Arrangement.

A third financing of \$1,000,000 for shares of BHR at a price of \$0.50 per common share is contemplated to occur after the Reporting Issuer is listed on the Canadian Securities Exchange (the “**\$0.50 Financing**”).

8. Purchase Shares. The Shareholders acknowledge and agree that the Purchase Shares will be subject to stock restrictions (the “**Restrictions**”) on terms set out in a Stock Restriction Agreement, which the Shareholders will each execute and deliver to BHR concurrently with the issuance of the Purchase Shares and which will contain the following vesting schedule:

Vesting Date	Proportion of Vested Shares
On the Effective Date	10% of the Purchase Shares
6 months after the Effective Date	15% of the Purchase Shares
12 months after the Effective Date	15% of the Purchase Shares
18 months after the Effective Date	15% of the Purchase Shares
24 months after the Effective Date	15% of the Purchase Shares
30 months after the Effective Date	15% of the Purchase Shares
36 months after the Effective Date	The remainder of the Purchase Shares

- (a) The Shareholders acknowledge that the certificates representing the Purchase Shares will be stamped with the following legend (or substantially equivalent language) restricting transfer in the following manner:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER (OR SUCH HOLDER’S PREDECESSOR IN INTEREST), A COPY OF WHICH IS ON FILE AT THE REGISTERED OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY.”

- (b) The Shareholders acknowledge and agree that during the terms of the Restrictions, before any Shareholder may sell any vested Purchase Shares, such Shareholder shall first offer the shares to be sold to the board of directors (or the board of directors of the Reporting Issuer, as applicable) (the “**Board**”) on the same terms and conditions as are offered to any third party. The Board shall

have 60 days during which to accept said offer, or to find a purchaser in good faith to purchase the offered shares. If the Board or a purchaser chosen by the Board does not accept said offer within 60 days, the Shareholder shall be free to accept a third-party offer.

9. Finder's Fees.

(a) With respect to the Transaction, prior to the Closing, BHR will pay:

- (i) a finder's fee of 275,000 common shares of BHR to Mosam Ventures Inc.; and
- (ii) a finder's fee of 275,000 common shares of BHR to Hani John El Rayess.

(b) With respect to the \$0.25 Financing and the \$0.50 Financing, BHR may pay a finder's fee of:

- (i) cash payments of up to 10% of the gross proceeds of the \$0.25 Financing and the \$0.50 Financing; and
- (ii) non-transferable finder's warrants to acquire so many common shares of BHR as equals 10% of the number of securities sold under the \$0.25 Financing and the \$0.50 Financing;

such finder's warrants to be issued to the individual or company responsible for securing any such sale of securities.

10. Management.

(a) Prior to completion of the Plan of Arrangement, the current management of AES shall maintain control over the business operations of AES, and the current management of BHR shall maintain control over the Financings. BHR shall not engage in any activity which may significantly alter the proposed share structure of the Reporting Issuer after closing the Plan of Arrangement as laid out in Schedule "B", or which may limit the current management of AES from executing its corporate development plan.

(b) Upon completion of the Plan of Arrangement, the board of directors of the Reporting Issuer will be composed of the individuals who compose the board of directors of AES as at the date of execution of this Agreement, and of one individual nominated by BHR and agreed upon by AES, with the intention that the nominee from BHR will have the expertise to assist with corporate governance and regulatory matters.

11. Representations and Warranties of AES.

- (a) This Agreement has been duly authorized, executed and delivered by AES and constitutes a legal, valid and binding obligation of AES enforceable against AES in accordance with its terms.
- (b) AES has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.
- (c) No third party has any interest in or right to any intellectual property developed or used by AES.
- (d) Until the Closing, AES will, and will cause its subsidiaries to, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not permit any subsidiary to declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to BHR.
- (e) Until the close of the Transaction, AES will not, and will not permit any subsidiary to, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to the business of AES or its subsidiaries.
- (f) Until the close of the Transaction, except in the ordinary course of business and consistent with past practice, AES will not, and will not permit any subsidiary to, sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, license, lease, permit or right.

12. Representations and Warranties of BHR.

- (a) This Agreement has been duly authorized, executed and delivered by BHR and constitutes a legal, valid and binding obligation of BHR, enforceable against BHR in accordance with its terms.
- (b) BHR has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.

13. Conditions of Closing. The Closing shall be subject in all respects to the satisfaction of the conditions specified below, in addition to the conditions included in the Long Form Agreement (and the parties covenant to use reasonable commercial efforts to cause satisfaction of the conditions set out below to the extent such conditions are for the benefit of the other party):

- (a) completion of a due diligence review by BHR of AES and its assets, liabilities and operations, the results of which are satisfactory to BHR in its sole discretion, such review to be concluded within 60 days from the execution date of this Agreement;
- (b) possession of no less than CAD \$30,000 cash by AES;
- (c) operation of AES's business in a manner consistent with past practices in the ordinary course;
- (d) AES not, without the prior written consent of BHR, issuing any securities or altering its constating documents;
- (e) the absence of any material adverse changes in AES's business, assets or liabilities; and
- (f) receipt of all approvals and third-party consents of the boards of directors and shareholders of AES and its customers, lenders, lessors and regulatory authorities.

The parties agree that the non-fulfillment of any of the foregoing conditions shall result in the termination of this Agreement unless, if the non-fulfillment relates to any of the conditions set out in subsections (a) – (f) above, BHR waives fulfillment of the condition in writing.

14. Termination. This Agreement may be terminated:

- (c) by BHR, by notice in writing to AES (which shall constitute notice in writing to the Shareholders), if any of the conditions set forth in Section 13 have not been fulfilled or waived at or prior to March 31, 2015, or any obligation or covenant of AES or the Shareholders to be performed at or prior to March 31, 2015 has not been observed or performed by such time, and in such event BHR shall be released from all obligations hereunder save and except for its obligations under Section 20 and Section 21, which shall survive. If BHR waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation, or covenant in whole or in part;
- (d) by mutual written agreement of the parties; or

- (e) by either BHR or AES by providing written notice of termination to the other Party if the Transaction is not consummated by March 31, 2015 or such other date as may be agreed to by BHR and AES; and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations, if any, under Section 20 and Section 21, which shall survive.
15. Public Disclosure. Except as required in order to comply with applicable legal or regulatory requirements, each of BHR and AES agree that it will not disclose the terms of the Transaction without the other party's prior written consent.
16. Representation and Warranties; Covenants; Indemnities. The Long Form Agreement will contain representations, warranties, covenants and indemnities of BHR and AES which are customary for a transaction of this nature.
17. Exclusivity.
- (a) From the date of the execution of this Agreement until the earlier of the Closing or the date on which this Agreement is terminated, BHR and AES and their respective directors, officers, representative and agents will not:
- (i) solicit directly or indirectly, or cause, or facilitate anyone else to solicit any offer (conditional or otherwise) similar to the one contemplated herein (an "**Acquisition Proposal**"); or
 - (ii) provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in item (i);
- Provided, however, that the foregoing shall not in any manner impede the ability of the boards of directors of BHR and AES to discharge their respective fiduciary obligations.
- (b) AES will promptly notify BHR at first orally and then in writing regarding any contact between it or its representatives and any other persons regarding any Acquisition Proposal or any related enquiry.
18. Due Diligence and Access. Upon the execution of this Agreement, BHR will promptly commence its due diligence review of AES. AES agrees to cooperate and provide full access to BHR and its agents and advisors to complete such due diligence. BHR agrees that all due diligence will be completed by no later than thirty (30) days from the execution of the Agreement. No later than thirty (30) days from the execution of the Agreement, BHR must confirm to AES in writing whether or not it is satisfied with the results of its due diligence investigation. If BHR is satisfied with its due diligence, both parties will be committed to proceed with the Transaction subject only to the other conditions outlined herein. Alternatively, if BHR is not satisfied as to the results of its due diligence investigation, neither party will have any further obligations hereunder.
19. Binding Agreement. This Agreement constitutes a legally binding and enforceable agreement between the parties hereto with respect to the provisions hereof. In the event

that the parties hereto fail to execute the Long Form Agreement, the terms of this Agreement shall be deemed a definitive agreement between the parties hereto.

20. Confidentiality.

- (a) A party receiving information (a “**Receiving Party**”) from any other party (a “**Disclosing Party**”) or their respective representatives and advisors shall keep all such information (other than as hereinafter provided) in the strictest confidence and shall not use any such information, directly or indirectly, or disclose such information to any person except with the Disclosing Party’s prior written consent or as required by law or by order of a court of competent jurisdiction.
- (b) Section 20(a) shall not apply to information which:
 - (iii) is now or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public;
 - (iv) is known to the Receiving Party at the time of disclosure of such information without any restrictions on subsequent disclosure or use, as evidenced by the written records of the Receiving Party, and was not acquired, directly or indirectly, from the Disclosing Party nor from a person owing a duty of confidence to the Disclosing Party in respect of such information;
 - (v) the Receiving Party can prove, from contemporaneous written evidence, has been independently developed by its personnel without access, either directly or indirectly, to the information provided by the Disclosing Party.
- (c) The parties agree that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Section 20 by a Receiving Party and that, in addition to any remedies available in law, the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy without proof of damages. The Receiving Party agrees to waive any requirement for the securing or posting of any bond or other form of security in connection with any such remedy.
- (d) If the Receiving Party is required by applicable law or court order to disclose any information provided by or on behalf of the Disclosing Party, the Receiving Party will, unless prohibited by law, notify the Disclosing Party promptly so that it may, in its sole discretion, seek a protective order or other appropriate remedy. If no such protective order or other remedy is obtained or sought, the Receiving Party will disclose only that which the Receiving Party is advised by its legal counsel that it is legally required to disclose, and only after asserting the confidential nature of such information.

21. Acquisition Costs. All fees and expenses incurred in connection with this Agreement and the Transaction will be borne by the party incurring such fees and expenses, whether or not the Transaction is consummated.
22. Assignment. BHR may assign this Agreement to the Reporting Issuer in its sole discretion. No other assignment of this Agreement shall be permitted by either party without the prior written consent of the other party.
23. Law. This Agreement shall be governed by the laws of the Province of British Columbia, and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.
24. Counterparts. This Agreement may be executed in counterparts and delivered by fax or e-mail, and all such together shall constitute one document.

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If the foregoing reflects your understanding of our mutual intent relating to the Transaction, please indicate your confirmation by signing and returning the enclosed copy of this Agreement at your earliest convenience.

BHR CAPITAL CORP.

Per:

"Brian Gusko"
Authorized Signatory
Name:
Position:

ANTERIOR EDUCATION SYSTEMS LTD.

Per:

"Michael Hunter"
Authorized Signatory
Name: Michael Hunter
Position: President & CEO

SHAREHOLDERS OF ANTERIOR EDUCATION SYSTEMS LTD.

SIGNED and DELIVERED by)
)
Michael Hunter in the presence of:)
)
)
"Peter Lee")
Witness (Signature))
)
)
Peter Lee)
Name (please print))

"Michael Hunter"
NAME: Michael Hunter

SIGNED and DELIVERED by)
)
Dalton Larson in the presence of:)
)
)
)
"Michael Hunter")
Witness (Signature))
)
)
Michael Hunter)
Name (please print))

"Dalton Larson"
NAME: Dalton Larson

SIGNED and DELIVERED by)
)
Peter Lee _____ in the presence of:)
)
"*Michael Hunter*")
Witness (Signature))
)
Michael Hunter _____)
Name (please print))

"Peter Lee"
NAME: Peter Lee

SIGNED and DELIVERED by)
)
Marilyn Wong _____ in the presence of:)
)
"*Michael Hunter*")
Witness (Signature))
)
Michael Hunter _____)
Name (please print))

"Marilyn Wong"
NAME: Marilyn Wong

SIGNED and DELIVERED by)
)
Thomas Musial _____ in the presence of:)
)
"*Raissa Musial*")
Witness (Signature))
)
Raissa Musial _____)
Name (please print))

"Thomas Musial"
NAME: Thomas Musial

SIGNED and DELIVERED by)
)
Theodora Musial _____ in the presence of:)
)
"*Raissa Musial*")
Witness (Signature))
)
Raissa Musial _____)
Name (please print))

"Theodora Musial"
NAME: Theodora Musial

SIGNED and DELIVERED by)

Chris Musial In the presence of:)

"Theodora Musial")
Witness (Signature))

Theodora Musial)
Name (please print))

Raissa Musial In the presence of:)

"Theodora Musial")
Witness (Signature))

Theodora Musial)
Name (please print))

"Chris Musial")
NAME: Theodora Musial

"Raissa Musial")
NAME:

SCHEDULE "A"

Shareholders of Anterior Education Systems Ltd.

Shareholder	Number Shares Held in AES	Number of Purchase Shares to Receive
Michael Hunter	6,500,000	
Dalton Larson	2,093,750	
Peter Lee	1,000,000	
Marilyn Wong	250,000	
Tom Musial	875,000	
Theodora Musial	375,000	
Chris Musial	375,000	
Raissa Musial	375,000	
Total	11,843,750	11,843,750

SCHEDULE "B"

Proposed Share Capitalization of the Reporting Issuer Immediately After Closing the Plan of Arrangement

Description of Share Issuance	Number of shares	Number of Warrants
Shares issued to AES through the Transaction	12,000,000	500,000
Plan of Arrangement Pubco shares	300,000	-
Finder's Fees	550,000	-
BHR shares already issued	5,000,000	-
\$0.05 Non-brokered Private Placement	4,000,000	2,000,000
\$0.25 Non-brokered Private Placement	2,000,000	1,000,000
Total	23,850,000	3,500,000

AMENDMENT TO LETTER AGREEMENT

The undersigned hereby agree to amend the letter agreement among BHR Capital Corp., Anterior Education Systems Ltd. and the shareholders of Anterior Education Systems Ltd. dated February 6, 2015 (the "**Letter Agreement**"), as follows:

1. Section 6 of the Letter Agreement is hereby amended by deleting the phrase "three loans" and replacing it with "four loans", and by adding the following subsection:

 "(d) on or before March 12, 2015, BHR will advance to AES a fourth loan in the amount of CAD \$25,000."
2. Subsection 7(a) of the Letter Agreement is hereby amended by deleting the figure "\$200,000" and replacing it with "\$225,000".
3. Subsection 14(b) of the Letter Agreement is hereby amended by deleting the phrase "by mutual agreement of the parties" and replacing it with "by mutual agreement of BHR and AES".
4. The Letter Agreement is hereby amended by adding the following Section 25:

 "Amendments. This Agreement may only be amended by an instrument in writing executed by BHR, AES and the Shareholders holding at least two-thirds of the issued and outstanding Common shares of AES."
5. Schedule "A" to the Letter Agreement is hereby amended in its entirety by replacing it with the schedule attached hereto as Schedule "A".
6. Schedule "B" to the Letter Agreement is hereby amended in its entirety by replacing it with the schedule attached hereto as Schedule "B".

Capitalized terms used and not otherwise defined in this amendment shall have the meaning assigned to such terms in the Letter Agreement.

All other provisions of the Letter Agreement shall remain unchanged, and except as amended hereby the Letter Agreement remains in full force and effect.

This amendment shall be governed by the laws of the Province of British Columbia, and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

This amendment may be executed in counterparts and delivered by fax or e-mail, and all such together shall constitute one document.

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This amendment is effective as of March 11, 2015.

BHR CAPITAL CORP.

Per:

"Brian Gusko"
Authorized Signatory

ANTERIOR EDUCATION SYSTEMS LTD.

Per:

"Michael Hunter"
Michael Hunter, President

"Michael Hunter"
MICHAEL HUNTER

"Dalton Laron"
DALTON LARSON

"Peter Lee"
PETER LEE

"Marilyn Wong"
MARILYN WONG

TOM MUSIAL

THEODORE MUSIAL

CHRIS MUSIAL

RAISSA MUSIAL

DREW LAWRENSON

"Cindy Kim"
CINDY KIM

SCHEDULE "A"
SHAREHOLDERS OF ANTERIOR EDUCATION SYSTEMS LTD.

Shareholders	Number of shares held in AES	Number of Purchase Shares to Receive
Michael Hunter	7,000,360	
Dalton Larson	2,293,750	
Peter Lee	1,000,000	
Cindy Kim	200,000	
Drew Lawrenson	100,000	
Marilyn Wong	250,000	
Tom Musial	875,000	
Theodore Musial	375,000	
Chris Musial	375,000	
Raissa Musial	375,000	
Total	12,844,110	12,844,110

SCHEDULE "B"

Proposed Share Capitalization of the Reporting Issuer Immediately After Closing the Plan of Arrangement

Description of Share Issuance	Number of shares	Number of Whole Warrants
Shares issued to AES through the Transaction	12,843,750	425,000
Plan of Arrangement Pubco shares	300,000	-
Finder's Fees	550,000	-
Debt Conversion	100,000	-
BHR shares already issued	5,000,000	-
\$0.05 Non-brokered Private Placement	4,500,000	2,250,000
\$0.25 Non-brokered Private Placement	2,000,000	1,000,000
Total	25,293,750	3,675,000

AMENDMENT #2 TO LETTER AGREEMENT

The undersigned hereby agree to amend the letter agreement among BHR Capital Corp., Anterior Education Systems Ltd. and the shareholders of Anterior Education Systems Ltd. dated February 6, 2015 (the "**Letter Agreement**"), as follows:

1. The preamble of the Letter Agreement is hereby amended by deleting the phrase "March 30, 2015" and replacing it with "April 30, 2015";
2. Section 2 of the Letter Agreement is hereby amended by deleting the phrase "March 31, 2015" and replacing it with "April 30, 2015";
3. Section 4 of the Letter Agreement is hereby amended by deleting the phrase "March 31, 2015" and replacing it with "April 30, 2015".

Capitalized terms used and not otherwise defined in this amendment shall have the meaning assigned to such terms in the Letter Agreement.

All other provisions of the Letter Agreement shall remain unchanged, and except as amended hereby the Letter Agreement remains in full force and effect.

This amendment shall be governed by the laws of the Province of British Columbia, and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

This amendment may be executed in counterparts and delivered by fax or e-mail, and all such together shall constitute one document.

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This amendment is effective as of April 16, 2015.

BHR CAPITAL CORP.

Per:

"Brian Gusko"
Authorized Signatory

ANTERIOR EDUCATION SYSTEMS LTD.

Per:

"Michael Hunter"
Michael Hunter, President