

THIS ASSET PURCHASE AGREEMENT dated the 30th day of April 2018

B E T W E E N :

ECOM Media Group Inc. dba the RentHello Network, a corporation incorporated under the laws of British Columbia,

(the "**Vendor**")

- and -

Culada Asset Management, Inc., a corporation incorporated under the laws of Canada

(the "**Purchaser**")

RECITALS:

1. The Vendor owns an on-line apartment rental listing service business operating in Canada and the United States (the "**Business**").
2. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the Vendor's right, title and interest in and to certain of the assets used in the conduct of the Business in Canada, as more particularly set out in this Agreement, upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 In this asset purchase agreement ("**Agreement**"):

- (a) **Business Day** – means any day except Saturday, Sunday, any statutory holiday in the Province of Alberta, or any other day on which the principal chartered banks in the City of Calgary are closed for business.
- (b) **Confidential Information** - means, in relation to a party hereto (the "**Discloser**"):
 - (i) all information, in whatever form communicated or maintained, that the Discloser discloses to, or that is gathered by inspection by a party hereto (the "**Recipient**") or any of the Recipient's Representatives in the course of the Recipient's review of the transactions contemplated by this Agreement, whether provided before or after the date of this Agreement, that contains or otherwise reflects information

concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities;

- (ii) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing the same ("**Notes**"); and
- (iii) any matter relating to this Agreement or its terms;

but does not include any information that:

- (iv) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient's Representatives in breach of this Agreement;
 - (v) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives if such source is not prohibited from disclosing the information to the Recipient by a contractual, fiduciary or other legal confidentiality obligation to, the Discloser; or
 - (vi) was known by the Recipient prior to disclosure in connection with the transactions contemplated by this Agreement and was not subject to any contractual, fiduciary or other legal confidentiality obligation on the part of the Recipient.
- (c) **Consents** – means any consent, approval, permit, waiver, exemption or similar authorization from any person other than the Vendor or any governmental authority, including those required by applicable law or under the terms or conditions of any contract to which the Vendor is a party or any of the Purchased Assets is subject.
 - (d) **Currency** – all dollar amounts in this Agreement, including the symbol "\$", refer to Canadian currency.
 - (e) **Customers** - means customers receiving products, software and/or services from the Vendor as of the Closing Date pursuant to Contracts.
 - (f) **GST/HST** – means any taxes, interest, penalties and fines imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.
 - (g) **GST/HST Legislation** – means the *Excise Tax Act* (Canada) and the regulations made thereunder.
 - (h) **Headings, etc.** – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.
 - (i) **Including** – the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.

- (j) **Performance on Holidays** – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.
- (k) **References to Persons** – Unless the context otherwise requires, any reference in this Agreement to a Person includes its heirs, administrators, executors and other legal representatives, successors and permitted assigns.
- (l) **Representative** - when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.
- (m) **Statutory References** – Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it and all applicable guidelines, bulletins or policies made in connection with it and which are legally binding, in each case as it or they may have been, or may from time to time be, amended or re-enacted.
- (n) **Time** – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.
- (o) **Time Periods** – Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began during the period and to end at 5:00 p.m. (Calgary time) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Calgary time) on the next succeeding Business Day.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of the Purchased Assets

On and subject to the terms and conditions of this Agreement, at the Closing Time (as defined in Article 6), the Vendor shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase, assume and accept from the Vendor, all of the Vendor's right, title and interest in, and to, all of the assets and property utilized, directly or indirectly, in the Canadian portion of the Business (the "**Canadian Business**"), and including, without duplication, the following (all of such assets collectively referred to as the "**Purchased Assets**").

- (a) The full benefit of all contracts, agreement, commitments, entitlements, engagements, licenses, written or oral, to which the Vendor is a party, and which relate to the Canadian Business, which are set out in Schedule "A" (each a "**Contract**" and collectively, the "**Contracts**").
- (b) All authorizations owned, held or used by or in connection with the Purchased Assets that are transferable.
- (c) The accounts receivable, amounts which are prepaid in connection with the Purchased Assets and other debts due or accruing to the Vendor in respect of the Purchased Assets that are set out in Schedule "B" (the "**Transferred Current Assets**").

- (d) Subject to applicable privacy laws, all books, records, books of account, financial statements, tax records, audit working papers, general ledgers, personnel records, business reports, plans, projections, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, sales and purchase records, lists of suppliers and customers, prospective suppliers and customers and referral sources and all other documents, files, records, correspondence, and other data and information, financial or otherwise, relating to the Canadian Business or the Purchased Assets, including all data and information stored on computer-related media.
- (e) All intellectual property rights and interests of the Vendor relating to the intellectual property that are set out in Schedule "C" (the "**Intellectual Property**"),
- (f) All goodwill of the Canadian Business.

2.2 Excluded Assets.

For greater certainty, no assets owned, leased or used by the Vendor that are not Purchased Assets shall be transferred to the Purchaser.

2.3 Assumed Liabilities

On and subject to the terms and conditions of this Agreement, at the Closing Time the Purchaser shall assume and agree to pay when due, discharge and perform in full in accordance with their terms all obligations and liabilities of the Vendor relating to or arising out of the use of the Purchased Assets (collectively, the "**Assumed Liabilities**") and the other liabilities explicitly listed below.

- (a) The accounts payable, prepaid revenue, or other indebtedness that are set out in Schedule "D" (the "**Transferred Current Liabilities**").
- (b) All liabilities relating to employees of the Business that accept offers of employment from the Purchaser.
- (c) Any other obligations expressly assumed under this Agreement.

2.4 Excluded Liabilities.

For greater certainty, no liabilities of the Vendor that are not Assumed Liabilities shall be assumed by the Purchaser.

2.5 Amount and Payment of Purchase Price

- (a) Subject to the terms and conditions of this Agreement, on the Closing Date the Purchaser shall pay or cause to be paid to the Vendor an amount equal to three hundred and seventy-five thousand dollars (\$375,000) (the "**Purchase Price**") for the Purchased Assets. Payment of the Purchase Price shall be satisfied by the issuance by the Purchaser of seven hundred and fifty thousand (750,000) common shares ("**Common Shares**") in the capital of the Purchaser to the Vendor (the "**Share Consideration**").
- (b) The parties hereto each acknowledge and confirm that, and their collective intention is that, for tax purposes, no part of any consideration that is payable or receivable by the Purchaser

pursuant to this Agreement be allocated to any non-competition agreement that is a restrictive covenant ("**Restrictive Covenant**") as defined in section 56.4 of the *Income Tax Act* (Canada) granted by the Vendor to the Purchaser pursuant to this Agreement. Nothing in this Section 2.5(b) diminishes, limits, derogates or questions the validity or enforceability of any Restrictive Covenant granted pursuant to this Agreement and the Vendor shall not assert or claim that this Section 2.5(b) diminishes, limits, derogates or questions the validity or enforceability of such Restrictive Covenant in any manner whatsoever.

- (c) The Purchaser shall issue, up to a maximum of two hundred and fifty thousand (250,000) additional common shares, to the Vendor within twelve (12) months of the Closing Date, subject to the following condition (the "**Earn Out**"):
 - (i) As at Closing, the Purchased Assets generate one hundred and twenty thousand dollars (\$120,000) revenue per annum. For each additional twenty thousand dollars (\$20,000) of incremental annualized revenue generated by the Purchased Assets, the Purchaser shall issue to the Vendor sixty-two thousand five hundred (62,500) common shares.

2.6 Taxes

- (a) The Vendor and the Purchaser shall jointly elect, under Subsection 167(1) of GST/HST Legislation in connection with the purchase and sale of the Purchased Assets. The Purchaser shall file that joint election with the relevant government authority in accordance with the requirements of GST/HST Legislation, and the Vendor hereby authorizes the Purchaser, and its accountants, to file that joint election on behalf of the Vendor. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall indemnify and hold the Vendor harmless in respect of any GST/HST, penalties, interest and other amounts which may be assessed against the Vendor as a result of the transactions under this Agreement not being eligible for such election or as a result of Purchaser's failure to file the elections within the prescribed time.
- (b) If the purchase and sale of the Purchased Assets is completed at the Closing Time, the Purchaser shall be liable for, and shall pay, directly to the relevant government authority, as required, all federal and provincial sales taxes, transfer taxes, value added taxes, duties or other similar taxes or charges payable in connection with the conveyance and transfer of the Purchased Assets to the Purchaser, including GST/HST (if applicable) but excluding any income taxes payable by the Vendor, or any other person, as a result of the completion of the transactions contemplated by this Agreement, and the Vendor hereby directs the Purchaser to make those payments directly to the relevant government authorities.
- (c) The Purchase Price shall be allocated among the Purchased Assets in the manner set forth in Exhibit A. The Purchaser and the Vendor shall report an allocation of the Purchase Price among the Purchased Assets in a manner entirely consistent with Exhibit A and shall not take any position inconsistent therewith in the preparation of financial statements, the filing of any tax returns or in the course of any audit by any governmental authority relating to any tax returns.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Vendor has the corporate power, authority and capacity to own the Purchased Assets as now owned and to enter into and perform its obligations under this Agreement;
- (b) the Vendor is not insolvent and no proceedings have been taken or authorized by the Vendor, or taken by any other person with respect to the bankruptcy or insolvency of the Vendor, nor, to the knowledge of the Vendor, have any such proceedings been threatened by any other person;
- (c) the Vendor is a corporation incorporated and existing under the laws of the Province of British Columbia;
- (d) this Agreement has been duly and validly executed and delivered by the Vendor and constitutes legal and valid obligations of the Vendor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and to the extent that equitable remedies may be granted only in the discretion of the court from which they are sought;
- (e) the Vendor has good and marketable legal and beneficial title to all of the Purchased Assets free and clear of all liens, charges and encumbrances, other than the liens to be discharged as contemplated by this Agreement;
- (f) the Purchased Assets constitute all of the rights, property and assets (tangible or intangible) that are necessary to permit the Purchaser to conduct the Canadian Business after the Closing Date in a manner substantially similar to the manner as it is being conducted prior to the Closing Date;
- (g) the execution and delivery by the Vendor of this Agreement and the performance by the Vendor of its obligations under it (assuming any required Consents are obtained and any required notices given) will not result in (i) the breach or violation of any terms or conditions of: (x) the constating documents or by-laws of the Vendor; (y) any applicable law, regulation or order; or (z) any Contract that is material to the Canadian Business, or (ii) the creation of any lien, charge or encumbrance on any of the Purchased Asset;
- (h) no person (other than the Purchaser under this Agreement) has any written or oral agreement, option, right or privilege capable of becoming an agreement or option to acquire any of the Purchased Assets;
- (i) there exists no condition, event, or act that, with the giving of notice, or lapse of time, or both, would constitute a material default or breach by the Vendor or, to the knowledge of the Vendor, any other party thereto, under any Contract which would entitle the Vendor, or other contracting party, as applicable, to terminate such Contract, or give rise to a damages

claim or change in the obligations thereunder, and which would have a material default or reasonably be expected to be a material default, and that all such contracts are in good standing and in full force and effect without amendment thereto;

- (j) the Vendor has delivered to the Purchaser complete copies of all Contracts, including all amendments, supplements and waivers thereof;
- (k) the Vendor has complied and complies with all applicable laws, rules and regulations in respect of the Canadian Business, except for any non-compliance or breach which, individually or in the aggregate, are not material;
- (l) true and complete copies of the annual financial statements of the Vendor for the fiscal year ended December 31, 2017 have been provided to the Purchaser and present fully, fairly and accurately the assets, liabilities and financial condition of the Vendor as at that date;
- (m) there are no actions, suits, investigations, arbitration proceedings or other proceedings in progress, pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor's title to the Purchased Asset or which might affect adversely the ability of the Vendor to enter into this Agreement or to perform its obligations hereunder;
- (n) to the Vendor's knowledge, the conduct of the Canadian Business by the Vendor does not conflict with, infringe upon or violate the intellectual property rights of any other person;
- (o) all of the Intellectual Property is valid, subsisting and enforceable;
- (p) the aggregate amount of the Transferred Current Assets less the aggregate amount of the Transferred Current Liabilities is not less than \$[AMOUNT];
- (q) except as disclosed to the Purchaser in writing, the Vendor has complied with all registration, reporting, collection and remittance requirements in respect of all federal and provincial tax laws in respect of sales tax, including the *Excise Tax Act* (Canada).
- (r) the Vendor is not a "non-resident" of Canada for the purpose of Section 116 of the *Income Tax Act* (Canada); and
- (s) the Vendor is registered for purposes of the GST/HST Legislation and its registration number is [●].

The Vendor makes no representation or warranty with respect to the Purchased Assets, express or implied, beyond those expressly made in Section 3.1 including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of any of the Purchased Assets. All representations or warranties not expressly set forth in this Agreement are hereby disclaimed, and the Purchaser acknowledges that it is not relying on any representation or warranty of the Vendor not expressly set forth in this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and hereby acknowledges that the Vendor is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Purchaser is a corporation incorporated and existing under the laws of Canada;
- (b) the Purchaser has the corporate power, authority and capacity to enter into and perform its obligations under this Agreement;
- (c) this Agreement has been duly and validly executed and delivered by the Purchaser and constitutes legal and valid obligations of the Purchaser, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and to the extent that equitable remedies may be granted only in the discretion of the court from which they are sought;
- (d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation of any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable law, regulation or order;
- (e) no proceedings have been taken or authorized by the Purchaser, or taken by any other person with respect to the bankruptcy or insolvency of the Purchaser, nor, to the knowledge of the Purchaser, have any such proceedings been threatened by any other person;
- (f) true and complete copies of the annual financial statements of the Purchaser for the fiscal year ended December 31, 2017 have been provided to the Vendor;
- (g) there are no actions, suits, investigations, arbitration proceedings or other proceedings in progress, pending or, to the knowledge of the Purchaser, threatened against or which might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.
- (h) the Purchaser has taken all necessary action to authorize the issuance of the Share Consideration, and such shares will, at the time of issuance, be validly issued and fully paid and non-assessable Common Shares;
- (i) the authorized share capital of the Purchaser consists of an unlimited number of Common Shares, of which 2,337,828 Common Shares have been duly issued and are outstanding as fully paid and non-assessable shares;
- (j) no person (other than the Vendor under this Agreement) has any written or oral agreement, option, warrant, right or privilege capable of becoming an agreement or option to acquire any shares in the capital of the Purchaser;
- (k) there are no shareholder agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any shares issued in the capital of the Purchaser; and

- (l) the Purchaser is registered for purposes of the GST/HST Legislation and its registration number is 81940 1597 RT0001.

The Purchaser makes no representation or warranty, express or implied, beyond those expressly made in Section 3.2. All representations or warranties not expressly set forth in this Agreement are hereby disclaimed, and the Vendor acknowledges that it is not relying on any representation or warranty of the Purchaser not expressly set forth in this Agreement

ARTICLE 4

COVENANTS OF THE PARTIES

4.1 Covenants of the Vendor

The Vendor hereby covenants that, during the period from the date of this Agreement to the Closing Date:

- (a) the Vendor shall permit the Purchaser to examine all books, documents, records, accounts and files of the Vendor relating to the Purchased Assets, it being understood that no examination by the Purchaser will waive, diminish the scope of, or otherwise affect any representation or warranty made by the Vendor;
- (b) the Vendor shall preserve, protect and maintain the Purchased Assets in the ordinary course;
- (c) the Vendor shall operate the Canadian Business in the ordinary course and in compliance with applicable law in all material respects; and
- (d) the Vendor take all such actions as are within its power to control to ensure compliance with all of the conditions set out in Section 5.1.

4.2 Covenants of the Purchaser

The Purchaser hereby covenants that, during the period from the date of this Agreement to the Closing Date:

- (a) the Purchaser shall permit the Vendor to examine all books, documents, records, accounts and files of the Purchaser and the Purchaser's property and assets, it being understood that no examination by the Vendor will waive, diminish the scope of, or otherwise affect any representation or warranty made by the Purchaser;
- (b) the Purchaser shall operate its business in the ordinary course and in compliance with applicable law in all material respects; and
- (c) the Purchaser shall take all such actions as are within its power to control to ensure compliance with all of the conditions set out in Section 5.2;

4.3 Confidentiality

- (a) Each Recipient shall treat confidentially and not disclose, and shall cause each of its Representatives to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of the Discloser.
- (b) A Recipient may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transaction contemplated by this Agreement. No Recipient shall use, nor permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the applicable Discloser.
- (c) Following the termination of this Agreement in accordance with the provisions of this Agreement, each Recipient shall (and shall cause each of its Representatives to) (a) return promptly to the Discloser all physical copies of the Confidential Information of the Discloser, excluding Notes, then in such Recipient's possession or in the possession of its Representatives, and (b) destroy all (i) electronic copies of such Confidential Information, and (ii) Notes (including electronic copies thereof) prepared by such Recipient or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures the same may not be retrieved or undeleted by such Recipient or any of its Representatives.
- (d) After the Closing, the Purchaser shall not, and shall cause its Representatives not to, use or disclose information about identifiable individuals, as defined in applicable laws in relating to privacy, other than for the purpose of carrying on business with the Purchased Assets or for purposes other than those for which such information was collected by the Vendor, except with the consent of the individuals to whom such information relates or as otherwise required by applicable law. If the Vendor or the Purchaser terminates this Agreement as provided herein, the Purchaser shall promptly deliver to the Vendor all information about identifiable individuals, as defined in applicable laws relating to privacy, in its possession or in the possession of any of its Representatives, including all copies, reproductions, summaries or extracts thereof.

4.4 Post-Closing Covenants

- (a) The Purchaser shall use commercially reasonable efforts to complete a Liquidity Event (as defined below) within twenty-four (24) months of the Closing Date (the "**Registration Date**"); provided that if the Purchaser does not complete a Liquidity Event on or before the Registration Date, or within six (6) months thereafter, the Purchaser shall pay \$50,000 by certified cheque, bank draft or wire transfer of immediately available funds to, or to the order of, the Vendor. A "**Liquidity Event**" means (i) the Purchaser becoming a "reporting issuer" (as such term is defined in applicable securities laws), (ii) a transaction or series of transactions in which any person or group becomes the beneficial owner, directly or indirectly, of more than 50% of the outstanding common shares in the capital of the Purchaser such that the beneficial holders of common shares in the capital of the Purchaser immediately prior to the transaction(s) hold, immediately after the transaction(s), directly or indirectly, less than 50% of the then issued and outstanding common shares in the capital of the Purchaser, or (iii) a sale of all or substantially all of

the assets of the Purchaser which results in a dividend to holders of common shares in the capital of the Purchaser of at least \$0.50 per common share.

- (b) Each party shall forward promptly to the other party, as applicable, any monies, cheques or instruments sent by a Customer to such party after the Closing Date that are collected on behalf of the other party pursuant to the transactions contemplated hereunder. For greater certainty, no amounts in respect of (i) account receivables which exist prior to the Closing, or (ii) billings in arrears for periods prior to the Closing Date, and any taxes related thereto, that are not included in the Transferred Current Assets shall be forwarded by the Vendor to the Purchaser and any such amounts received by the Purchaser shall be held in trust for the Vendor and forthwith paid to the Vendor.

ARTICLE 5

CONDITIONS OF CLOSING

5.1 Conditions for the Benefit of the Purchaser

The sale and purchase of the Purchased Assets is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions, each of which is for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects at the Closing Time, and the Vendor will have executed and delivered a certificate of a senior officer of the Vendor to that effect;
- (b) the Vendor shall have performed or complied in all material respects with all obligations and covenants contained in this Agreement to be performed or complied with by it at, or before, the Closing Time, and the Vendor will have executed and delivered a certificate of a senior officer of the Vendor to that effect;
- (c) the Purchaser will have completed its investigation into the Vendor, the Canadian Business, the Vendor's title to the Purchased Assets and all other matters relating to its purchaser of the Purchased Assets and that investigation will not have disclosed any matter which the Purchaser, acting reasonably, considers to be materially adverse to the Vendor;
- (d) to the extent that any of the Purchased Assets or any claim, right or benefit arising under or resulting from such Purchased Asset is not capable of being transferred without the approval, consent or waiver of the Vendor or of any third party, or if the transfer of any Purchased Asset would constitute a breach of any obligation under, or a violation of, any applicable law unless the approval, consent or waiver of such third party is obtained, the Vendor shall have obtained such approval, consent or waiver; and
- (e) the Purchaser's board of directors shall have approved the transactions set forth in this Agreement.

5.2 Conditions for the Benefit of the Vendor

The sale and purchase of the Purchased Assets is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions, each of which is for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects at the Closing Time, and the Purchaser will have executed and delivered a certificate of a senior officer of the Purchaser to that effect;
- (b) the Purchaser will have performed or complied in all material respects with all obligations and covenants contained in this Agreement to be performed or complied with by it at, or prior to, the Closing Time, and the Purchaser will have executed and delivered a certificate of a senior officer of the Purchaser to that effect; and
- (c) the Vendor's board of directors shall have approved the transactions set forth in this Agreement.

5.3 Waiver of Conditions

Either party may waive, in whole or in part, at any time by notice in writing to the other party, any condition in Section 5.1 or Section 5.2 that is for its benefit. No waiver by a party of any condition, in whole or in part, will operate as a waiver of any other condition, or of that party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part.

ARTICLE 6 **CLOSING ARRANGEMENTS**

6.1 Date, Place and Time of Closing

The closing of the sale and purchase of the Purchased Assets will take place at **5:00 p.m.** (Calgary time) on April [●], 2018 (the "**Closing Date**", and the time on the Closing Date, the "**Closing Time**") at the offices of Dentons Canada LLP at 850 – 2nd Street SW, 15th Floor, Bankers Court, Calgary, Alberta, T2P 0R8 or at such other place, on such other date and at such other time as may be agreed upon in writing by the parties.

6.2 Payments and Deliveries at Closing

At the Closing Time, subject to satisfaction of all the conditions in Section 5.1 and Section 5.2 that have not been waived in writing by the Purchaser or the Vendor, as applicable:

- (a) the Purchaser shall deliver to the Vendor share certificates representing seven hundred and fifty thousand (750,000) Common Shares registered in the name of the Vendor or at its direction;
- (b) the Vendor shall deliver to the Purchaser the following in form and substance satisfactory to the Purchaser acting reasonably:
 - (i) certified copies of (i) the articles and by-laws of the Vendor, and (ii) resolutions of the board of directors authorizing the execution of the Agreement;

- (ii) the certificates referred to in Paragraphs 5.1(a) and 5.1(b); and
- (iii) evidence of discharge of PPSA registration #725179G;
- (c) the Vendor and the Purchaser shall have executed and delivered a management services agreement dated the Closing Date between the Vendor and the Purchaser, the form and terms of which are attached to this Agreement as Exhibit "B";
- (d) the Vendor shall deliver to the Purchaser all authorization codes to effect the transfer of the website URLs and domains listed in Schedule "B";
- (e) the Vendor and the Purchaser shall have executed and delivered the tax elections set out in Section 2.6.
- (f) the Vendor and the Purchaser shall have executed and delivered a non-compete and non-solicitation agreement dated the Closing Date, the form and terms of which are attached to this Agreement as Exhibit "C";
- (g) the Purchaser shall deliver to the Vendor the following in form and substance satisfactory to the Vendor acting reasonably:
 - (i) certified copies of (i) the articles and by-laws of the Purchaser, and (ii) resolutions of the board of directors and/or shareholders of the Purchaser authorizing the entering into and completion of the transactions contemplated by this Agreement; and
 - (ii) the certificates referred to in Paragraphs 5.2(a) and 5.2(b).

ARTICLE 7

TERMINATION

7.1 Termination Rights

- (a) Subject to Section 7.1(a), this Agreement may be terminated by notice in writing given to the other party at or prior to the Closing Time:
 - (i) by the Purchaser if any of the conditions in Section 5.1 has not been satisfied at the Closing Time, or if it becomes impossible to satisfy any such condition at or prior to the Closing Time, and the Purchaser has not waived that condition at or prior to the Closing Time;
 - (ii) by the Vendor if any of the conditions in Section 5.2 has not been satisfied at the Closing Time, or if it becomes impossible to satisfy any such condition at or prior to the Closing Time, and the Vendor has not waived that condition at or prior to the Closing Time, or
 - (iii) by the Purchaser at its sole discretion upon discovery of any undisclosed liability, or material change in operating results, during its due diligence investigation.

- (b) This Agreement may be terminated by mutual written agreement of the Vendor and the Purchaser upon the terms of that agreement.

7.2 Effect of Exercise of Termination Rights

If a party exercises its right of termination under Section 7.1(a), immediately upon the party giving notice as required under Section 7.1(a), the parties will be discharged from any further obligations under this Agreement, except that each party's respective obligations under Section 4.3, Section 9.3 and Section 9.4 will continue indefinitely.

ARTICLE 8 SURVIVAL AND INDEMNIFICATION

8.1 Survival of Representations, Warranties and Covenants

- (a) The representations and warranties of each party contained in this Agreement and in the certificates to be delivered under Paragraphs 5.1(a) and 5.2(a) will not merge on and will survive the Closing Time for a period of twelve (12) months from the Closing Date.
- (b) The covenants of each party contained in this Agreement shall terminate and expire in accordance with their terms.

8.2 Indemnification by the Vendor

- (a) Subject to Section 8.1 and Section 8.5, the Vendor shall indemnify and save the Purchaser fully harmless against, and will reimburse it for, any Damages (as defined in Section 8.4) suffered by or asserted against it, directly or indirectly, arising from, in connection with, or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement, or in the certificate to be delivered under Paragraph 5.1(a);
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Vendor contained in this Agreement; and
 - (iii) any liabilities, debts and obligations of the Vendors not forming part of the Assumed Liabilities.

8.3 Indemnification by the Purchaser

- (a) Subject to Section 8.1 and Section 8.5, the Purchaser shall indemnify and save the Vendor fully harmless against, and will reimburse it for, any Damages (as defined in Section 8.4) suffered by or asserted against it arising from, in connection with or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement or in the certificate to be delivered under Paragraph 5.2(a);

- (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Purchaser contained in this Agreement;
- (iii) the obligations of the Purchaser to any employees of the Vendor that accept an offer of employment with the Purchaser; and
- (iv) the Assumed Liabilities.

8.4 Recoverable Damages

For the purposes of this Article 8, "**Damages**" means any documented, direct, out-of-pocket damages, losses, liabilities, claims, debts, charges, fines, penalties, costs or expenses, including the costs and expenses of any legal proceeding, settlement or compromise (including reasonable costs, fees and expenses of legal counsel and accountants), but excluding any contingent liability until it becomes actual and excluding incidental, consequential, special, aggravated, exemplary or punitive damages or any loss of profits or loss or diminution of revenue.

8.5 Limitations on Amount of Indemnification

- (a) The maximum aggregate liability of the Vendor under this Agreement for Damages suffered by the Purchaser is limited to the Purchase Price unless such damages arise from fraud or wilful misconduct by the Vendor, in which case the Vendor shall be liable for all Damages on such liability incurred by the Purchaser up to the Purchase Price.
- (b) The maximum aggregate liability of the Purchaser under this Agreement for Damages suffered by the Vendor is limited to the Purchase Price unless such damages arise from fraud or wilful misconduct by the Purchaser, in which case the Purchaser shall be liable for all Damages on such liability incurred by the Vendor up to the Purchase Price.

8.6 Payment of Damages Claims

Any Damages that are agreed in writing by the Parties to be payable by the Vendor to the Purchaser under this Agreement or have been awarded to the Purchaser by a court of competent jurisdiction pursuant to this Agreement from which no appeal is possible, shall be paid to the Purchaser by way of cancellation of that number of Common Shares held by the Vendor that is equal in value (based on the value ascribed to such Common Shares hereunder) to the amount of applicable Damages. The parties shall take such actions as are required to affect such cancellation and, unless otherwise required by applicable law, the Purchase Price shall be deemed adjusted accordingly.

8.7 Mitigation

If either party becomes aware of any incorrectness in or breach of any representation or warranty or any breach of any covenant or agreement contained in this Agreement, it shall have the duty to exercise reasonable commercial efforts to attempt, in consultation with the other party, to mitigate any Damages

which it could suffer or incur by reason of the breach of any representation, warranty, agreement or covenant of such party under this Agreement.

8.8 Notice of Claim for Damages

- (a) If any Damages are suffered by or asserted against a party, that party (the "**Indemnified Person**") shall promptly notify the other party (the "**Indemnifier**") in writing of that claim for Damages. The notice will describe the claim in reasonable detail and indicate, if reasonably practicable, the nature and amount of the potential Damages arising therefrom. Notice to an Indemnifier in accordance with this Section 8.8(a) will constitute assertion of a claim for indemnification against the Indemnifier under this Article 8.
- (b) Upon receipt of a notice of claim under Paragraph 8.8(a), the Indemnifier will then have a period of sixty (60) days within which to respond in writing to that claim. During that period, the Indemnified Person shall make available to the Indemnifier the information relied upon by the Indemnified Person to substantiate its right to be indemnified, together with all other information as may be reasonably requested by the Indemnifier. If the Indemnifier does not respond within that sixty (60) day period, the Indemnifier will be deemed to have accepted that claim and the Indemnified Person may pursue any remedies available to it.
- (c) Failure by an Indemnified Person to give timely notice of a claim for Damages will not relieve an Indemnifier from the obligation to indemnify the Indemnified Person unless the Indemnified Person gives notice after the expiration of the limitation period under Section 8.1.

8.9 Third Party Claims for Damages

- (a) If a claim notice is delivered in accordance with Section 8.8 in respect of a claim being made against the Indemnified Person by a third party (a "**Third Party Claim**"), the Indemnifier shall have the right, at its expense, to assume control of the negotiation, settlement or defence of the Third Party Claim, upon acknowledging in writing responsibility for, and agreeing to indemnify the Indemnified Person in respect of, the Third Party Claim.
- (b) If the Indemnifier elects to assume control as contemplated in Section 8.9(a), the Indemnifier shall reimburse the Indemnified Person for all of the Indemnified Person's reasonable and documented out of pocket expenses incurred as a result of such assumption. The Indemnified Person shall continue to have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Person unless the Indemnifier consents to the retention of such counsel at its expense or unless the named parties to any action or proceeding include both the Indemnifier and the Indemnified Person and a representation of both the Indemnifier and the Indemnified Person by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), in which case, the fees and disbursements of such counsel shall be paid by the Indemnifier. The Indemnified Person shall co-operate with the Indemnifier so as to permit the Indemnifier to conduct such negotiation, settlement and defence and for this purpose shall preserve all relevant documents in relation to the Third Party Claim, allow the Indemnifier access on reasonable notice to inspect and take copies of all such documents and require

its personnel to provide such statements as the Indemnifier may reasonably require and to attend and give evidence at any trial or hearing in respect of the Third Party Claim.

- (c) If the Indemnifier fails to assume control of the defence of any Third Party Claim after having received reasonable notice thereof from the Indemnified Person and an opportunity to address any reasonable concerns raised, the Indemnified Person shall have the exclusive right to contest, settle or pay the amount claimed, acting reasonably, and the Indemnifier shall be bound by the results obtained by the Indemnified Person with respect to such Third Party Claim. Whether or not the Indemnifier assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifier shall not settle any Third Party Claim without the written consent of the Indemnified Person, which consent shall not be unreasonably withheld or delayed.

ARTICLE 9

MISCELLANEOUS

9.1 Notices

- (a) Any notice, direction or other communication (in this Section 9.1, a "**notice**") regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted electronically, as follows:
- (i) in the case of the Vendor, to:
- ECOM Media Group Inc.
495 Banks Road
Kelowna, BC V1Z 6A2
Attention: Richard Brown
Email Address: richard@emg.ca
- (ii) in the case of the Purchaser, to:
- Culada Asset Management, Inc.
600 – 6th Avenue SW, Suite 610
Calgary, AB T2P 0S5
Attention: Trevor Davidson
Email Address: tdavidson@apartmentlove.com
- (b) A notice is deemed to be delivered and received (i) if delivered personally or electronically, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; or (iii) if sent by overnight courier, on the next Business Day.
- (c) A party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

9.2 Further Assurances

Each party shall from time to time, before or after the Closing Time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

9.3 Costs and Expenses

Unless otherwise specified, each party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated by it. Notwithstanding the preceding sentence, the Purchaser shall reimburse the Vendor for its legal fees incurred in the transaction contemplated by this Agreement up to a maximum amount of six thousand dollars (\$6,000), within ninety (90) days of receiving written evidence of the Vendor's liability for such fees.

9.4 Brokers

The Vendor shall indemnify and save harmless the Purchaser from and against any claims whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendor. The Purchaser shall indemnify and save harmless the Vendor from and against any claims whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser. These indemnities are not subject to any of the limitations in Article 8.

9.5 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

9.6 Remedies Cumulative

Unless otherwise specified, the rights and remedies of a party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

9.7 Severability

If any provision of this Agreement or its application to any party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

9.8 Successors and Assignment

This Agreement will enure to the benefit of, and be binding upon, the parties and their respective successors but, neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by either the Purchaser or the Vendor without the prior written consent of the other party, such consent shall not be unreasonably withheld.

9.9 Entire Agreement

This Agreement and the schedules and exhibits hereto constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the parties with respect thereto. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the parties, except as expressly stated in this Agreement. The parties have not relied, and are not relying on, any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

9.10 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of Alberta.

9.11 Counterparts and Delivery by Facsimile

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile, or by electronic transmission, shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

9.12 Mutual Drafting

The parties here to have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.


9.13 English Language

The parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only. *Les parties aux présentes confirment leur volonté que cette convention ainsi que tous les documents s'y rattachant, y compris les avis, soient rédigés dans la langue anglaise seulement.*

[SIGNATURE PAGE FOLLOWS]

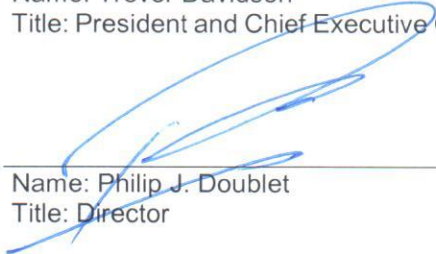
THIS AGREEMENT has been executed by the parties on the date first written above.

**ECOM MEDIA GROUP INC. dba the
RentHello Network**

By: 
Name: RICHARD A. BROWN
Title: PRESIDENT

CULADA ASSET MANAGEMENT, INC.

By: 
Name: Trevor Davidson
Title: President and Chief Executive Officer

By: 
Name: Philip J. Doublet
Title: Director

Schedule "A"
Contracts

(as attached)

Schedule "B"
Certain Purchased Assets

Domains:

Website URLs / Domains	
abbotsfordapartments.net	capilanou.rentbc.com
acatcm.och101.com	cato.och101.com
acos.och101.com	cato.och101.com
apartments-for-rent-saskatoon.com	centurion-london.och101.com
apartments-for-rent-winnipeg.com	centurion-montreal.och101.com
apartment-rentals-toronto.com	centurion-waterloo.och101.com
apartment-rentals-vancouver.com	chetwynd-apartments.com
apartmentscanada.com	chilliwackapartments.com
apartmentsforrentincoquitlam.com	cloverdale-apartments.com
apartmentsforrentinlondon.ca	colliers.rentbc.com
apartmentsforrentinottawa.com	cotr.rentbc.com
apartmentsgatineau.com	courtenay-apartments.com
apartments-in-cambridge.com	cusa.och101.com
apartments-in-grande-prairie.com	deltaapartmentrentals.com
apartments-in-richmond.com	douglascollege.rentbc.com
apartmentsinscarborough.com	downtown-toronto-condos.com
apartments-in-toronto.com	edmonton-apartments.com
apartments-in-vancouver.com	emilycarr.rentbc.com
apartments-in-windsor.com	ernie.och101.com
apartments-kelowna.com	fdu.och101.com
apartments-kingston.com	fortmcmurray-rentals.com
apartments-maple-ridge.com	fort-nelson-apartments.com
apartments-montreal.com	fort-st-john-apartments.com
apartments-toronto.com	georgiantowersapartments.com
bcaoma.emg.ca	gsa.rentalhomes4students.com
bchn.com	gsausask.rentalhomes4students.com
bcit.rentbc.com	gsu.rentalhomes4students.com
bcit.renthello.com	guelph-apartments.com
bclions.renthello.com	halifax-apartments.com
bramptonapartments.net	hamilton-apartments.com
burlington-apartments.net	hdaa.myidealhome.com
burnaby-apartments.com	hdaa.och101.com
calgaryapartments.net	hi.renthello.com
camosun.och101.com	humeinvestments.com

Domains (continued):

Website URLs / Domains	
itziar.georgiantowersapartments.com	och101.com 
itziar.nicolaplace.net	oilworkerhousing.com
itziar.oceanparkplace.net	oilworkerhousingcanada.com
itziar.rentbc.com	omni.och101.com
itziarmanagement.com	oshawa-apartments.com
kamloops-apartments.com	owensoundapartments.com
kelsonapartmentrentals.com	pei.rentalhomes4students.com
kitchener-apartments.com	pendo.renthello.com
kusa.och101.com	penticton-apartments.com
lakeheadu.rentalhomes4students.com	peterborough-apartments.com
langara.rentbc.com	portmoodyapartments.com
langley-apartments.com	prince-george-apartments.com
leduc-apartment-rentals.com	prospero.och101.com
lethbridge-apartments.com	quebec-city-apartments.com
london-apartment-rentals.net	rein.renthello.com
mhpo.rentbc.com	rentalberta.ca
mississauga-apartments.com	rentalfrog.com
misu.rentalhomes4students.com	rentalsincampbellriver.com
mp.och101.com	rentbc.com
msu.rentalhomes4students.com	rentbonjour.com
msvusu.rentalhomes4students.com	rent-canada.com
mun.och101.com	renthello.ca
myidealhomerentals.com	renthello.com
myidealrental.net	renthello.net
nanaimo-apartment-rentals.com	renthola.com
nbaoa.myidealhome.com	renthola.com
nec.och101.com	rentmanitoba.com
newwestminsterapartments.com	rentmb.com
niagarafallsapartments.ca	rent-ontario.com
nic.och101.com	rentquebec.com
nic.renthello.com	rentsalut.com
northyork-apartments.com	rentsaskatchewan.com
nyit-vancouver.och101.com	richmondapartmentrentals.com
oakville-apartments.com	rmc.och101.com

Domains (continued):

Website URLs / Domains	
romsbc.rentbc.com	waterloo.och101.com
royalroads.och101.com	waterloo-apartments.net
royalroads.renthello.com	welland-apartments.com
saanichapartments.com	west-kelowna-apartments.com
saintlaurentapartments.com	westvan-apartments.com
sarnia-apartments.com	winnipegapartments.net
scarborough-apartments.com	ww2.smar.ca
sfu.och101.com	yfs.rentalhomes4students.com
sfu-surrey.och101.com	
sfu-vancouver.och101.com	
shaughnessyvillage.rentbc.com	
sherwoodparkapartments.com	
skyline.rent-ontario.com	
stcatharinesapartments.com	
sudbury-apartments.com	
surrey-apartments.com	
taylor-apartments.com	
thoroldapartments.com	
torontohomerentals.com	
trinity.och101.com	
trinity.renthello.com	
tru.rentbc.com	
ubc.rentbc.com	
ubco.rentbc.com	
ucanwest.renthello.com	
ufv.och101.com	
ufv.och101.com	
unbc.rentbc.com	
uvic.renthello.com	
uvss.rentalhomes4students.com	
uvss.renthello.com	
vernon-apartments.com	
victoria-apartment-rentals.com	
viu.och101.com	

Schedule "C" Intellectual Property

Client Lists:

Active Client Accounts	Website	Office Address	Contact	Phone	Email
Al Stober Construction Ltd.	http://www	1631 Dickson Ave #1700, Kelowna, BC V1Y 0B5		250-763-2305	
Argus Properties Ltd.	http://www.arg	1060 Manhattan Dr #300, Kelowna, BC V1Y 9X9		250-763-6789	
Avenue Living	http://www.ave	#220, 5824 2nd St SW, Calgary, AB T2H 0H2	Sam Frederick	403-984-9363	
Balay Management Ltd.					
Banyan Holdings Corporation					
Belmont Properties	http://www	1810-1111 W Georgia St, Vancouver, BC V6E 4M3		604-736-2841	
Bentall Kennedy(Canada)Lp	https://ww	1 York Street, Suite 1100 Toronto, ON M5J 0B6		416-681-3400	
Camellia Lp					
Capilano Property Management Service	http://www	550 Robson St #300, Vancouver, BC V6B 2B7		604-602-7711	
Capreit Limited Partnership	https://ww	11 Church Street, Suite 401 Toronto, Ontario, Canada M5E 1W1		416-861-9404	
Centurion Property Associates Inc.	https://ww	25 Sheppard Ave W, Suite 710 Toronto, ON, M2N 6S6		416-733-5600	
Christie Point	https://ww	2818-3037 Craigowan Rd, Victoria, BC V9B 1N1		778-432-3119	
Domus Student Housing Inc.	https://www.dc	295 Weber St N #7, Waterloo, ON N2J 3H8		519-342-0608	
Evergreen Lands Ltd.	http://evergree	102-1370 Ridgeway Dr, Kelowna, BC V1Y 9V3		250-763-6600	
Gottarent - Metroland Media Group Ltd.	https://me	3715 Laird Road, Unit 6 Mississauga, Ontario L5L 0A3		866-838-8960	
Hoffaco Property Management	http://www.hof	5-420 Erb Street West, Suite 103, Waterloo, ON N2L 6K6	Adam Hoffman	519-885-7910	adam@hoffacc
Homestead Land Holdings Limited	https://ww	605 13 Ave SW, Calgary, AB T2R 0Y6			
Hope Street Real Estate Corp.	https://hopestr	Suite #500, 602 12th Ave SW, Calgary, AB T2R 1J3	Shamon Kureshi	403-520-5220	shamon@hope
Horizon Towers	https://ww	4960 & 5050 Sanders Street, Burnaby, BC V5H 1T1		604-336-5445	
Hume Investments	http://www.hur	200-2411 Dollarton Hwy, North Vancouver, BC V7H 0A3	Sally McIntosh	604-980-9304	sally@humeinv
Itziar Management Ltd.	http://www.itzi	1192 Fort Street, Victoria, BC V8V 3K8	Jaiame Tiampo	250-370-9556	jtiamo@itziar
Kelson Group	http://www.kel	#208-220 4th Avenue, Kamloops, BC V2C 3N5	Mandy Kelson	250-372-1940	mcurtis@kelso
Killam Properties Inc.	http://killai	3700 Kempt Road Suite 100 Halifax NS, B3K 4X8		902-453-9000	
Lake Country Lofts	https://ww	10650 Bottom Wood Lake Rd, Lake Country, BC V4V 2P4		250-878-7700	
Landlord Web Solutions	https://www.la	21 Front St S #202, Thorold, ON L2V 1W8		905-397-5088	
Lexington Enterprise Ltd. - Concord Hill					
Lexington Enterprise Ltd. - The Bristol Apartments					
Lynn Creek Apartments	https://ww	1561 Oxford St, North Vancouver, BC V7J 0B1		604-770-2728	
Mainstreet Equity Corp.	https://mainst	305 10 Ave SE, Calgary, AB T2G 0W2		403-215-6060	
Meadowood					
Re/Max Kelowna Property Management					
Rempel, H & M					
Rent In Ottawa Property Management	http://www.ren	1568 Merivale Rd Unit 202, Ottawa, ON K2G 5Y7	Joe Marano	613-612-7368	joe@rentinotta
Skyline Real Estate Holdings Inc.	http://www.sky	5 Douglas Street, Suite 301, Guelph, ON N1H 2S8	Katherine Waddington	519-826-0439	kwaddington@
Starlight Group Property Holdings Inc.	http://www	3280 Bloor Street West, Suite 1400 Toronto, Ontario, Canada M8X 2X3		866-782-7536	
Starlight Investments	http://www	3280 Bloor Street West, Suite 1400 Toronto, Ontario, Canada M8X 2X3		866-782-7536	
Summerfield Lands Ltd.					
Surrey Village					
The Conservatory					
The Crest					
Victoria Royal Vacations					
Williams & McDaniel - 690179	https://ww	66 Macdonell St, Suite 301 Guelph Ontario, N1H 2Z6 Canada		519-836-9721	
Woolner Holdings					

Schedule "D"
Certain Assumed Liabilities

Unearned Listing Fees:

ECOM Media Group Canadian Client Accounts	Account Status	Payment Method	Payment Frequency	2018 Total Paid by Client	Unearned Rev. by ECOM (2018)	Assumed Liab. by Culada (2018)
Al Stober Construction Ltd.	Active		Monthly			
Argus Properties Ltd.	Inactive		Yearly			
Ashira Court - Esperanto Properties Ltd.	Inactive		Monthly			
Associated Property Management	Inactive		Monthly			
Avenue Living	Active		Monthly			
Averton Group	Inactive		Yearly			
Balay Management Ltd.	Inactive		Yearly			
Banyan Holdings Corporation	Inactive		Monthly			
bclMC Realty Corp.	Inactive		Monthly			
Beckworth Apartments	Inactive		No Schedule			
Belmont Properties	Inactive		Monthly			
Bentall Kennedy(Canada)LP	Active		Monthly			
Boardwalk Rental Communities	Inactive		Monthly			
Butera Group/Panoramic Properties Inc.	Inactive		No Schedule			
Camellia LP	Inactive		Monthly			
Campus Edge Fresno - Aspen Square Mangement	Inactive		No Schedule			
Capilano Property Management Service	Active		Monthly			
CAPREIT Limited Partnership	Inactive		Yearly			
Centurion Property Associates Inc.	Inactive		Monthly			
Cherishome Living	Inactive		Yearly			
Christie Point	Active		Monthly			
Coldwell Banker	Inactive		No Schedule			
Coldwell Banker Horizon Realty	Inactive		Monthly			
Domus Student Housing Inc.	Inactive		Monthly			
Dorset Realty	Inactive		No Schedule			
Esperanto Properties Ltd. - Surrey Duplex	Inactive		No Schedule			
Evergreen Lands Ltd.	Active		Monthly			
Evolution/Averton Group	Inactive		Yearly			
Forestview Townhomes	Inactive		Yearly			
Foster Investments - Lake City Inn & Suites	Inactive		Yearly			
Gottarent - Metroland Media Group Ltd.	Active		Monthly			
Hi Lo Investments	Inactive		Yearly			
Hoffaco Property Management	Inactive		Monthly			
Homestead Land Holdings Limited	Active		Monthly			
Hope Street Real Estate Corp.	Active		Monthly			
Horizon Towers	Active		Monthly			
Hume Investments	Active		Monthly			
ICR Management - Wayne Ford	Inactive		No Schedule			
Itziar Management Ltd.	Inactive		Yearly			
Jericho Investments	Inactive		Yearly			
Jubilee Apartments	Inactive		Quarterly			
Kelson Group	Inactive		Quarterly			
Killam Properties Inc.	Active		Monthly			
Kingsett	Inactive		Yearly			

Unearned Listing Fees (Continued):

ECOM Media Group Canadian Client Accounts	Account Status	Payment Method	Payment Frequency	2018 Total Paid by Client	Unearned Rev. by ECOM (2018)	Assumed Liab. by Culada (2018)
Lake Country Lofts	Active		Monthly			
Landlord Web Solutions	Active		Monthly			
Laurier House Apartments Ltd.	Inactive		Monthly			
Lexington Enterprise Ltd. - Concord Hill	Inactive		Yearly			
Lexington Enterprise Ltd. - The Bristol Apartments	Inactive		Yearly			
Lexus Properties Ltd.	Inactive		Monthly			
Lorette Tardiff	Inactive		No Schedule			
Lynn Creek Apartments	Active		Monthly			
Mainstreet Equity Corp.	Inactive		Monthly			
Meadowood	Active		Monthly			
Medallion	Inactive		No Schedule			
Midwest Property Mgmt.	Inactive		No Schedule			
Minto Management Ltd.	Inactive		No Schedule			
Nacel Properties Ltd.	Inactive		Monthly			
North 44 Property Management	Inactive		Monthly			
Northern Property REIT	Inactive		Monthly			
Park Royal Towers - Maple Leaf Prop	Inactive		Quarterly			
PD Kanco LP	Inactive		No Schedule			
Prompton Real Estate Services Inc.	Inactive		Yearly			
Re/MAX Kelowna Property Management	Active		Yearly			
Regency Park Towers - Maple Leaf Pr	Inactive		Quarterly			
Rempel, H & M	Active		Monthly			
Rent In Ottawa Property Management	Inactive		Monthly			
ResREIT Property Management Services Inc.	Inactive		No Schedule			
Skyline Management Inc.	Inactive		No Schedule			
Skyline Real Estate Holdings Inc.	Active		Monthly			
SLACC - Forte	Inactive		Monthly			
Starlight Group Property Holdings Inc.	Active		Monthly			
Starlight Investments	Inactive		Monthly			
Starlight Management	Inactive		Yearly			
Sterling Karamar Property Management	Inactive		Yearly			
Sterling Silver Development Corp.	Inactive		Yearly			
Summerfield Lands Ltd.	Active		Monthly			
Sunset Park Apartments	Inactive		Monthly			
Surrey Village	Active		Monthly			
The Conservatory	Active		Monthly			
The Crest	Active		Monthly			
The Oxford	Inactive		Monthly			
The Prospero Group	Inactive		Monthly			
The Steeves and Rozema Group	Inactive		Monthly			
Transpacific Realty Advisors	Inactive		No Schedule			
True North REIT	Inactive		Yearly			
UBC Properties Trust	Inactive		Monthly			
Victoria Royal Vacations	Inactive		Yearly			
Williams & McDaniel	Active		Monthly			
Windbrooke Apartments	Inactive		Quarterly			
Woolner Holdings	Active		Yearly			
Z Group	Inactive		Yearly			

EXHIBIT A
Purchase Price Allocation

EXHIBIT B
Form and Terms of Management Services Agreement

(as attached)

EXHIBIT C

Form and Terms of Non-Competition and Non-Solicitation Agreement

(as attached)