

Bere Land

PROJECT NO.:
FILE NO.:

OFFER TO PURCHASE

THIS AGREEMENT IS BETWEEN

HAISLA (HL) DEVELOPMENTS LTD., a company under the laws of British Columbia having its registered and records office, at 1055 Dunsmuir Street, PO Box 49142, Suite 2164, Four Bentall Centre, Vancouver, British Columbia, V7X 1J1

(the "Purchaser")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Citizens' Services & Open Government, 4000 Seymour Place, Victoria, British Columbia, V8W 9V1

(the "Province")

The parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.01 In this Agreement,

"Agreement" means the agreement for the purchase and sale of the Land created by the Province's acceptance of the Purchaser's offer to purchase the Land set out in Article 2;

"Additional Deposit" means the sum of \$50,000.00;

"Closing Date" means 90 days after the satisfaction or waiver of all the conditions precedent in Article 5 or such other day as the parties agree to in writing, provided that if the Land Title Office is closed on that day the purchase and sale of the Land will be completed on the next day that office is open;

"Crown Grant" means an instrument in writing conveying the Land in fee simple to the Purchaser;

"Initial Deposit" means the sum of Ten (\$10.00) Dollars;

"Hemmera Report" means the Phase I and Phase II environmental studies and related reports that

(a) are to be jointly commissioned by and delivered to the Purchaser and the Province;

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- (b) are to be completed by Hemmera with respect to the Land, and
- (c) are to set out the estimated cost of remediating the Land to a commercial standard;

"GST" means the tax imposed under Part IX of the *Excise Tax Act* (Canada);

"Land" means the land described in Schedule A;

"Land Title Office" means the land title office for the land title district in which the Land is located;

"Permitted Encumbrances" means the legal notations, endorsements, liens, charges and encumbrances listed in Schedule B;

"Purchase Price" means the greater of

- (a) the amount resulting when the estimated cost of remediating the Land to a commercial standard as set out in the Hemmera Report is subtracted from the sum of \$1,050,000.00, and
- (b) \$418,000.00; and

"Purchaser's Solicitor" means the solicitor or notary public, as declared by the Purchaser in section 13.02, who will be acting for the Purchaser to complete this transaction.

ARTICLE 2 OFFER

- 2.01 The Purchaser offers to purchase the Land from the Province in fee simple, subject to the Permitted Encumbrances, for the Purchase Price and on the terms and conditions set out in this Agreement.
- 2.02 In consideration of the payment of the Initial Deposit, the Province agrees not to revoke its acceptance of the Purchaser's offer contained herein while this Agreement remains subject to any of the Purchaser's conditions set out in section 6.02.

**ARTICLE 3
PURCHASE PRICE, ADJUSTMENTS AND TAXES**

- 3.01 The Purchase Price will be deemed to be established on the date of delivery of the Hemmerle Report.
- 3.02 If the Purchase Price is established at the amount of \$419,000.00 the Purchaser is not obligated to complete the purchase of the Land unless within 10 days following delivery of the Hemmerle Report (and consequent establishment of the Purchase Price) the Purchaser notifies the Province in writing that it agrees to accept the Purchase Price in that amount, failing which this Agreement will terminate and neither party will have any further obligations to the other under this Agreement.
- 3.03 The Purchaser will pay the Purchase Price to the Province as follows:
- (a) the Initial Deposit will be delivered and paid to the Province concurrently the presentation of this offer by the Purchaser to the Province;
 - (b) the Additional Deposit will be paid to the Province on the date of satisfaction or waiver of the Province's conditions precedent set out in section 5.01; and
 - (c) the balance of the Purchase Price, plus or minus the adjustments provided for in section 4.01, will be delivered to the Province in accordance with Article 7.
- 3.04 The Purchaser will pay all registration charges, *Property Transfer Tax Act* tax, GST and all other taxes and charges payable upon the transfer of the Land to the Purchaser.
- 3.05 If the Purchaser does not complete the purchase of the Land, the Initial Deposit and the Additional Deposit paid under this Agreement will be forfeited to the Province as liquidated damages and not as a penalty and in full satisfaction of the Province's claims against the Purchaser for its failure to complete the purchase of the Land under this Agreement.
- 3.06 No interest on the Initial Deposit or Additional Deposit will be paid or be payable to the Purchaser or credited against the Purchase Price.
- 3.07 If the Purchaser is not registered for GST purposes, it will, on the Closing Date, remit to the Province the GST payable upon the transfer of the Land to the Purchaser. If the Purchaser is registered for GST purposes, it will in accordance with the *Excise Tax Act* (Canada), provide its GST number to the Province on or before the Closing Date by an appropriate GST certificate, and it will account directly to the Receiver General (Canada) for the GST payable upon the transfer of the Land to the Purchaser.
- 3.08 All monies to be paid or remitted to the Province under this Agreement will be paid by way of solicitor's trust cheque, bank draft or certified cheque payable to the Minister of Finance, Province of British Columbia.
- 3.09 The Province's GST registration number is BN10786 4738.

**ARTICLE 4
CLOSING, ADJUSTMENT AND POSSESSION DATE**

- 4.01 The purchase and sale of the Land will be completed, possession will be yielded to the Purchaser free and clear of all liens, charges and encumbrances except the Permitted Encumbrances and all adjustments, as applicable, for taxes, for money required to be paid by the Purchaser, for the Crown Grant (or application fee prescribed under the Land Act or its regulations) and for all other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia will be made between the parties at 12:01 a.m. on the Closing Date.
- 4.02 For the purpose of section 4.01, if the Province has paid or will pay, during the calendar year in which the purchase and sale of the Land is completed, a grant in lieu of property taxes for the Land, the grant in lieu of property taxes will be deemed to be property taxes for the Land.

**ARTICLE 5
CONDITIONS PRECEDENT**

- 5.01 The obligation of the Province to complete the sale of the Land is subject to the following conditions
- (a) the Hemmera Report being delivered by not later than 180 days following the date of this Agreement;
 - (b) the Province being satisfied that the District of Kitimat and the Purchaser have reached an agreement on the Purchaser's intended development of the Land by not later than December 31, 2013, provided that this condition is for the sole benefit of the Province and may be waived by written notice to the Purchaser prior to December 31, 2013.
- If the conditions set out in this section 5.01 are not satisfied or, in the case of the condition set out in section 5.01(b), waived, within the time limited for each such condition, this Agreement will terminate and in such event, neither party will have any further obligations to the other under this Agreement.
- 5.02 The obligation of the Purchaser to complete the purchase of the Land is subject to the following conditions
- (a) the Hemmera Report being delivered by not later than 180 days following the date of this Agreement;
 - (b) on or before December 31, 2013
 - (i) the Purchaser receiving zoning approval for its intended use of the Land;
 - (ii) the Purchaser obtaining a satisfactory commitment for financing for the purchase and development of the Land;
 - (iii) the Purchaser being satisfied with its review of the due diligence investigations that the Purchaser deems necessary to have carried out

with respect to the Land, including a review of the title to the Land and any reports respecting development potential and feasibility.

provided that the conditions in this section 5.02(b) are for the sole benefit of the Purchaser and may be waived by written notice to the Province prior to December 31, 2013.

If the conditions set out in this section 5.02 are not satisfied or, in the case of the conditions set out in section 5.02(b), satisfied or waived, within the time limited for each such condition, this Agreement will terminate and in such event, neither party will have any further obligations to the other under this Agreement.

ARTICLE 6 CLOSING DOCUMENTS

- 6.01 Not later than five days prior to the Closing Date, the Purchaser, at its expense, will prepare and deliver the following documents to the Province:
- (a) a statement of the adjustments provided for in section 4.01; and
 - (b) all other documents necessary to complete the purchase and sale of the Land.
- 6.02 Prior to the Closing Date, the Province, at its expense, will deliver the Crown Grant and the documents referred to in section 6.01 to the Purchaser's Solicitor, in trust, on the Purchaser's Solicitor's undertaking to deliver the balance of the Purchase Price and the GST, if any, and a copy of the Crown Grant with registration particulars noted on it to the Province in accordance with section 7.03.

ARTICLE 7 CLOSING PROCEDURE

- 7.01 The Purchaser will cause the Purchaser's Solicitor to hold the Crown Grant in trust to be dealt with in accordance with this Article.
- 7.02 If there is a title to the Land, the Purchaser's Solicitor, or the solicitor's agent, will attend at the Land Title Office on the Closing Date and conduct a pre-registration search of title to the Land and, upon being satisfied that title to the Land is registered in the name of the Province free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, the Purchaser's Solicitor, or the solicitor's agent, will deposit the Crown Grant in the Land Title Office.
- 7.03 If there is a title to the Land, after depositing the Crown Grant in the Land Title Office in accordance with section 7.02, the Purchaser's Solicitor, or the solicitor's agent, will conduct a post-deposit search of the title to the Land and, upon confirming that in the normal course of procedure in the Land Title Office the Purchaser will be registered as owner in fee simple of the Land free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, the Purchaser's Solicitor, at the Purchaser's expense, will deliver to the Province the balance of the Purchase Price and the GST, if any, to be remitted to the Province in accordance with section 3.08, together with a copy of the Crown Grant with registration particulars noted on it. The Purchaser's Solicitor will

also take all steps which may be required to cause the Deposit to be released to the Province.

- 7.04 If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Province until after the Crown Grant and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has:
- (a) made available for tender to the Province that portion of the Purchase Price not secured by the new mortgage;
 - (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - (c) made available to the Province the Purchaser's Solicitor's undertaking to pay the Purchase Price upon the lodging of the Crown Grant and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

ARTICLE 8 TRANSFERS ON OR BEFORE THE CLOSING DATE

- 8.01 The Purchaser will not, on or before the Closing Date, assign, transfer or dispose of its rights under this Agreement, in whole or in part, without the prior written consent of the Province, which consent may be withheld by the Province in its sole discretion.
- 8.02 For the purpose of section 8.01, if the Purchaser is a corporation, a change in the control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Purchaser is deemed to be an assignment, transfer or disposition of the rights of the Purchaser under this Agreement.
- 8.03 If the Province provides its consent under section 8.01, the consent does not release the Purchaser from its obligations under this Agreement.

ARTICLE 9 WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE PURCHASER

- 9.01 The Purchaser warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, subject to the conditions and terms of this Agreement, now and on the Closing Date:
- (a) If it is a corporation:
 - (i) It has been incorporated or registered and it exists and is in good standing under the laws of British Columbia or Canada; and
 - (ii) It has the corporate power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement, all of which have been authorized by the necessary corporate proceedings;

- (b) if the Purchaser is an individual, he or she is either a Canadian citizen or a permanent resident of Canada and will deliver to the Province, on request, a statutory declaration to that effect; and
- (c) the Purchaser has satisfied itself as to:
 - (i) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and on or under any surrounding or neighbouring land and the current and past uses of the Land and any surrounding or neighbouring land;
 - (ii) the fitness of the Land for any particular use, including the intended use of it by the Purchaser;
 - (iii) the general condition and state of all utilities or other systems on or under or which will serve the Land;
 - (iv) the zoning of the Land and the bylaws of any governmental body which relate to the development, use and occupation of the Land;and has conducted, or had the opportunity to conduct, an independent investigation of each of these matters.

9.02 The Purchaser acknowledges, covenants and agrees that:

- (a) the Land is sold to it "as is";
- (b) it has reviewed and accepted copies of the Permitted Encumbrances;
- (c) except as otherwise specifically set forth herein, the Province has not given any warranty or representation concerning any matter whatsoever and, in particular, has not given any warranty or representation concerning:
 - (i) the fitness of the Land for any particular use, including the intended use of it by the Purchaser;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and on or under any surrounding or neighbouring land and the current and past uses of the Land and any surrounding or neighbouring land;
 - (iii) the general condition and state of all utilities or other systems on or under or which will serve the Land;
 - (iv) the zoning of the Land and the bylaws of any governmental body which relate to the development, use and occupation of the Land;

- (v) the application of any federal or provincial statute or law to the Land; and
 - (vi) the economic feasibility of the development of the Land;
- (d) It will, from and after the Closing Date:
- (i) assume all environmental liabilities relating to the Land including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Land or migrating from the Land (including surface water and groundwater);
 - (ii) indemnify and save harmless the Province from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them arising out of or in connection with all environmental liabilities relating to the Land, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land;
 - (iii) release the Province from and against all claims, demands, liabilities, losses, damages, costs, actions, causes of action, suits and proceedings by the Purchaser with respect to all environmental liabilities relating to the Land, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land, and
 - (iv) assume the Province's obligations under, and be bound by the terms of, the Permitted Encumbrances and indemnify and save harmless the Province from and against any claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them as a result of any default by the Purchaser under the Permitted Encumbrances from and after the Closing Date;
- (e) there are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement;
- (f) the Province is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser's cost of servicing or developing the Land or to assist the Purchaser in obtaining any permits or approvals in connection with the Land;
- (g) nothing in this Agreement constitutes the Purchaser as the agent, joint venturer or partner of the Province; and
- (h) It is aware that this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.
- 9.03 If the Purchaser is comprised of more than one person, all covenants and obligations of the Purchaser will be deemed to be joint and several covenants and obligations of each of those persons.

- 9.04 The Purchaser waives, to the extent permitted by law, any requirement for the Province to provide to the Purchaser a "site profile" for the transfer of the Land under the *Environmental Management Act* or any regulations made under that act.

**ARTICLE 10
WARRANTIES AND REPRESENTATIONS OF THE PROVINCE**

- 10.01 The Province warrants and represents to the Purchaser with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, now and on the Closing Date:
- (a) It has the power and authority to dispose of the Land and the necessary proceedings have been taken by it to enter into this Agreement and to carry out its obligations under this Agreement;
 - (b) It has a good, safe holding and marketable title to the Land in fee simple free and clear of all liens, charges and encumbrances except the Permitted Encumbrances;
 - (c) all taxes, rates, levies and assessments in respect of the Land will either be paid in full or adjusted between the parties in accordance with section 4.01; and
 - (d) there is no claim or litigation pending or threatened against it which would affect the right of the Purchaser to acquire the Land.

**ARTICLE 11
MISCELLANEOUS**

- 11.01 Time is of the essence of this Agreement.
- 11.02 The Land is at the risk of the Province until the Crown Grant has been deposited in the Land Title Office.
- 11.03 This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Land and may not be modified except by subsequent agreement in writing.
- 11.04 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier or facsimile to the party to whom it is to be given as follows:

to the Purchaser:

The Haisla Nation/ or nominee
500 Glikson Avenue
P.O. Box 1101
Klallamaal Village, BC
Facsimile: 250-632-2840
Attention: Ellis Ross

Copy to:

Burke, Dos Remedios Law Corporation
1055 Dunsmuir Street, Suite 2164 Four Bentall Centre
Vancouver, BC Facsimile: 604-638-9981

to the Province:

Ministry of Citizens' Services & Open Government
Real Estate Management Branch
W109, 4000 Seymour Place
Victoria, British Columbia V8W 9V1
Attention: Executive Director, Real Estate
Phone: (250) 893-3327 Facsimile: (250) 952-8288

provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Article.

- 11.05 Delivery of the Crown Grant and of those documents contemplated by section 8.02 to the Purchaser's Solicitor and delivery of all money and documents to the Province will be effected by hand or courier to the address specified for the Purchaser's Solicitor or for the Province in this Agreement, such delivery to be effective only on actual receipt.
- 11.06 The warranties, representations and agreements contained in this Agreement will not be subject to merger but will survive the sale of the Land to the Purchaser.
- 11.07 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party. The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent, same or similar act by the other party.
- 11.08 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement now or hereafter existing at law, in equity or by statute.
- 11.09 This Agreement is binding upon and enures to the benefit of the Province and its assigns and the Purchaser and its heirs, executors, administrators, successors and permitted assigns.
- 11.10 This Agreement creates contractual rights only between the parties, does not create any equitable or legal interest in the Land and will not be registered by the Purchaser at any Land Title Office at any time. If the Purchaser registers or attempts to register this

Agreement at any land title office at any time, this Agreement will be voidable at the Province's option.

- 11.11 The Province and the Purchaser will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.
- 11.12 The schedules to this Agreement form part of this Agreement.
- 11.13 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.
- 11.14 The Purchaser warrants to the Province that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Land to whom any fees, commission or compensation may be payable by the Province, except to the extent the Province listed the Land for sale under a multiple listing agreement.

ARTICLE 12 INTERPRETATION

- 12.01 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.
- 12.02 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.
- 12.03 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.04 Where there is a reference in this Agreement to an enactment of the Province of British Columbia or of Canada, that reference will include a reference to any prior or subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 12.05 All references to monetary amounts in this Agreement are deemed to refer to lawful money of Canada.
- 12.06 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, will be considered separate and severable and the remaining parts or sections as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

ARTICLE 13 DURATION OF OFFER

- 13.01 This offer may be accepted by the Province no later than 5:00 pm on April 15, 2013.

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13.02 If this offer is accepted by the Province, the solicitor or notary public who will be acting for the Province is:

Ministry of Justice
P.O. Box 9289 STN PROV GOVT
Jlm Fowles

PH: 250-356-8469 FAX: 250-367-1010

13.03 The solicitor or notary public who will be acting for the Purchaser is:

Blake, Cassels & Graydon LLP
606 Burrard Street
P.O. Box 49314
Suite 2600, Three Bentall Centre
Vancouver, BC, V7X 1L3
Attention: Greg Umbach
PH: 604-631-3378 FAX: 604-631-3309

The Purchaser has executed this offer on April 10, 2013.

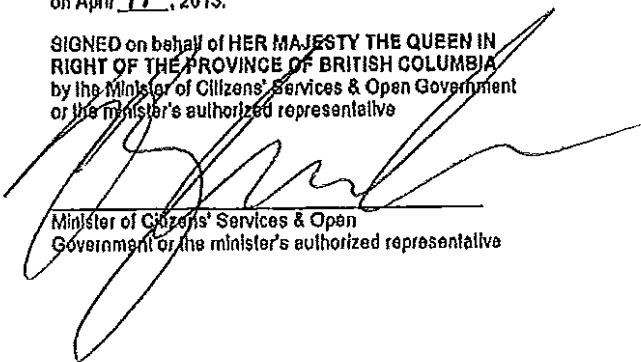
HAISLA (HL) DEVELOPMENTS
LTD.


Ellis Ross, Director

ACCEPTANCE

In consideration of the covenants and agreements of the Purchaser in this offer, the Province accepts this offer and adopts the covenants of the Province in this Agreement. The Province has executed this Agreement on April 11, 2013.

SIGNED on behalf of HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
by the Minister of Citizens' Services & Open Government
or the minister's authorized representative



Minister of Citizens' Services & Open
Government or the minister's authorized representative

SCHEDULE A

LAND

Parcel Identifier 015-675-475 Lot 1, District Lot 6044, Range 5, Coast District Plan 12570; and

Parcel Identifier 011-746-271 Lot B, Block 76, District Lots 6036, 6037 and 6044, Range 5, Coast District Plan 3808

SCHEDULE B

PERMITTED ENCUMBRANCES

1. All subsisting exceptions and reservations of Interests, rights, privileges and titles contained in any previous Crown grant of the Land.
2. All the Interests, rights, privileges and titles contained in section 60 of the *Land Act*.
3. Any conditional or final water licence or substituted water licence issued or given under the *Water Act*, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Land and to maintain, repair and operate any works permitted on the Land under the licence at the date of the Crown Grant.
4. All subsisting grants to, or subsisting rights of any person made or acquired under the *Mineral Tenure Act*, *Coal Act* or *Petroleum and Natural Gas Act* or under any prior or subsequent enactment of the Province of British Columbia of like effect.
5. All notations and endorsements noted as "Legal Notations" on the title, if any, to the Land or any parcel from which the Land may be created.

As to Lot B

Legal Notations: Building Scheme, SEE 480561

Charges Liens and Interests:

- a. Right of Way 17387D in favour of District of Kitimat
- b. Easement 17561D
- c. Right of Way 21440D in favour of District of Kitimat

As to Lot 1

Legal Notations: Building Scheme, SEE 480561

Charges Liens and Interests:

- a. Easement D4976
- b. Undersurface and other EXC & Res TD1813 in favour Her Majesty the Queen in right of the Province of British Columbia.

AMENDING AGREEMENT TO OFFER TO PURCHASE

THIS AGREEMENT is dated for reference May 7, 2014.

BETWEEN

HAISLA (HL) DEVELOPMENTS LTD., a company under the laws of British Columbia having its registered and records office, at 1055 Dunsmuir Street, PO Box 49142, Suite 2164, Four Bentall Centre, Vancouver, British Columbia, V7X 1J1

(the "Purchaser")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Technology, Innovation and Citizens' Services, 4000 Seymour Place, Victoria, British Columbia, V8W 9V1

(the "Province")

WHEREAS:

- A. The parties entered into an agreement entitled "Offer to Purchase" on April 11, 2013, as amended (collectively, the "Offer to Purchase").
- B. The parties wish to amend the Offer to Purchase on the terms set out in this agreement (the "Amending Agreement").

NOW THEREFORE in consideration of \$1.00 and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

- 1. In section 1.01 of the Offer to Purchase, the term "Closing Date" is deleted in its entirety and replaced with:

"Closing Date" means May 22, 2014 or such other day as the parties agree to in writing, provided that if the Land Title Office is closed on that day the purchase and sale of the Land will be completed on the next day that office is open;

- 2. Section 13.03 of the Offer to Purchase is deleted in its entirety and replaced with:

13.03 The solicitor or notary public who will be acting for the Purchaser is:

Terra Law Corporation
Suite 2800 - 650 West Georgia Street
Vancouver, British Columbia, Canada V6B 4N7
Attention: Elizabeth H. Yip


Direct: 604.628.8998
Email: eyip@terralawcorp.ca
Fax: 604.628.8999

(250014-500073-00162146;2)

3. Time is of the essence of this Amending Agreement.
4. Except as amended pursuant to this Amending Agreement, the provisions of the Offer to Purchase are hereby ratified and confirmed and will continue in full force and effect.
5. This Amending Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.


SIGNED by HAISLA (HL) DEVELOPMENTS LTD.
by an authorized representative:



Ellis Ross, Director

Date of Execution: May 9, 2014

SIGNED on behalf of HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, as represented by the Minister of
Technology, Innovation and Citizens' Services
or the Minister's authorized representative



Minister of Technology, Innovation and Citizens'
Services or the Minister's authorized representative
DAVID GREER, EXECUTIVE DIRECTOR

Date of Execution: May 8, 2014