



MODIFICATION AGREEMENT

ORIGINAL

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

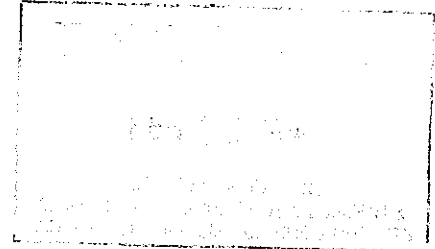
**Minister of International Trade and Minister Responsible for Asia Pacific
Strategy and Multiculturalism**

(the "Province", "we", "us", or "our", as applicable)

AND

**Pacific Coast Co., Ltd.
Suite 40, 41/F Gangnam Finance Centre
Yeoksam-dong, Gangnam-gu Seoul, 135-964 KOREA**

(the "Contractor" "you" or "your" as applicable)



BACKGROUND

A. The parties entered into an agreement **Contract FC14564173**, Amendment No. 001 dated November 7, 2013 Trade and Investment Consulting Services for Korea.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

(1) **ADD** the following Table:

TABLE B-2-B-F2014: Budget Available to Reimburse for Office Fit-Out and Renovations (FISCAL 2013/2014 ONLY)

EXPENSE TYPE	Expense Type	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD.
Previous Office Space Fit-Out – as per tenant agreement	Reinstatement /Restoration of Office Space	Pre-approval by Ministry is required for expenditures related to these services	\$ 150,000.00
New Space - Renovations	Design Fees, Materials and Construction Charges		
Adjustment FY 13/14	Maximum Reimbursable in Year		\$ 150,000.00 CAD

KS
JH

(2) **REVISE** the following Table:

**TABLE B-4-F2014 Budget for Fees and Expenses to Deliver Representative Services
(FISCAL 2013/2014 ONLY)**

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT DURING THE TERM IN FISCAL 2013/2014	CAD \$ 753,007.00
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(3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the _____ day of _____, 20____ on behalf of the Province
by its duly authorized representative:

Signature *See attached*
Ramona Soares, Assistant Deputy Minister
Print Name: International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 17th day of February, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature *Tammy*
Print Name KEUN SAENG (KS) PARK

(2) REVISE the following Table:

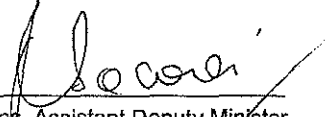
TABLE B-4-F2014 Budget for Fees and Expenses to Deliver Representative Services
(FISCAL 2013/2014 ONLY)

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT DURING THE TERM IN FISCAL 2013/2014	CAD \$ 753,007.00
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(3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 18th day of February, 2014 on behalf of the Province
by its duly authorized representative:

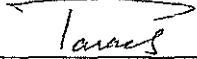
Signature


Ramona Soares, Assistant Deputy Minister

Print Name: International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 17th day of February, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name KEUN SAENG (KS) PARK



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BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by

**Minister of International Trade and Minister Responsible for Asia Pacific
Strategy and Multiculturalism**

(the "Province", "we", "us", or "our", as applicable)

AND

Pacific Coast Co., Ltd.

**Suite 40, 41/F Gangnam Finance Centre
Yeoksam-dong, Gangnam-gu Seoul, 135-964 KOREA**

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

A. The parties entered into an agreement **Contract FC14564173**, Service Contract dated September 5, 2013, and Amendment No. 001 dated November 7, 2013 Trade and Investment Consulting Services for Korea.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

(1) **SCHEDULE B – Fees and Expenses, Section 7 - Other**

Insert the following paragraph, as being the first paragraph of this section:

The Ministry agrees to provide funds for the deposit guarantee (KRW 94,882,500) related to the Contractor leasing of space for the purposes of fulfilling the deliverables set out under this Contract. These funds must be refunded to the Province on termination of this Contract and represent a reconcilable amount as set out in the paragraph below.

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the _____ day of _____, 20____ on behalf of the Province
by its duly authorized representative:

Signature

see attached

Ramona Soares, Assistant Deputy Minister

Print Name: International Trade and Investment Attraction Division

SIGNED AND DELIVERED on the 17th day of February, 2014 by or on behalf of the
Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature

[Signature]

Contract No.: FC14564173
Amendment No.: 002

Print Name KEUN SAENG (KS) PARK

KS



MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented
by

**Minister of International Trade and Minister Responsible for Asia Pacific
Strategy and Multiculturalism**

(the "Province", "we", "us", or "our", as applicable)

AND

**Pacific Coast Co., Ltd.
Suite 40, 41/F Gangnam Finance Centre
Yeoksam-dong, Gangnam-gu, Seoul, 135-964 KOREA**

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement **Contract FC14564173** dated September 5, 2013 Trade and Investment Consulting Services for Korea.
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows, **effective April 1st, 2014:**

(1) **Schedule B – Fees and Expenses**

REVISE the following table:

**Table B-3: Budget Available for Office Lease / Rental Charges and Office Annual
Maintenance Charges**

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EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL - MAXIMUM IN YEAR in CAD
OFFICE SPACE LEASE OFFICE OPERATIONS - ACCOUNTABLE	Office space and Monthly Maintenance Charges	<i>Quarterly advance at month 1, 4, 7 and 10</i> Direct Payment made by Contractor in local currency. Lease KRW 9,488,250 per month (10 months), approximate to Maintenance KRW 3,795,240 per month (12 months) approximate to Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> o Rolled over to the next period; or o Returned to the Ministry for reallocation o Used for other support services as agreed to in writing with the MI 	CAD \$ 17,500 per month for 10 Months (November and December Rent Free in FY15 and FY16)	\$ 175,000
	Maximum payable in year			CAD \$ 175,000

Note: Subject to Ministry reimbursement upon proof of receipt of payment by Contractor.

(2) **DELETE:** Table B-3-B: Budget Available for Office Annual Maintenance Charges

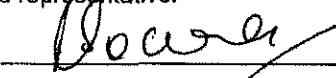
(3) **Table B-4: Annual Budget Available for Fees and Expenses to Delivery Representative Services**

REPLACE this table with the following:

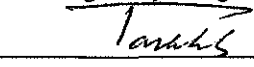
MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN YEAR	CAD \$ 918,299.00
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(4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 24 day of June, 2014 on behalf of the Province by its duly authorized representative:

Signature 
 Print Name: Ramona Soares, Assistant Deputy Minister
 International Business Development Division

SIGNED AND DELIVERED on the 5th day of June, 2014 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature 
 Print Name KEVIN SHENG PARK
PACIFIC COAST CO., LTD



MODIFICATION AGREEMENT

ORIGINAL

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented
by

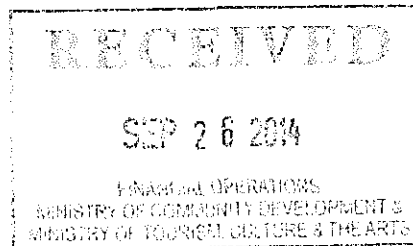
**Minister of International Trade and Minister Responsible for Asia Pacific
Strategy and Multiculturalism**

(the "Province", "we", "us", or "our", as applicable)

AND

**Pacific Coast Co., Ltd.
Suite 40, 41/F Gangnam Finance Centre
Yeoksam-dong, Gangnam-gu, Seoul, 135-964 KOREA**

(the "Contractor" "you" or "your" as applicable)



BACKGROUND

A. The parties entered into an agreement **Contract FC14564173** dated September 5, 2013 Trade and Investment Consulting Services for Korea.

B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows, **effective April 1st, 2014:**

(1) **Schedule B – Fees and Expenses**

REVISE the following table:

Table B-2-A: Budget Available to Reimburse for Expenses (Approved Staff and Subcontractors)

EXPENSE TYPE		PROCESS	REIMBURSEMENT BY PERIOD	TOTAL – MAXIMUM IN YEAR in CAD
EXPENSES - Representative Services STAFF AND SUB CONTRACTORS Accountable	Fixed	<i>Quarterly advance at month 1, 4, 7 and 10</i>		
		Senior Manager, Business Development 1 To a maximum of \$17 per month, approximate to		
		Senior Manager, Business Development 2 To a maximum of \$17 per month, approximate to		
		Manager, Business Development A To a maximum of \$17 per month, approximate to	\$17	
		Program Assistant To a maximum of \$17 per month, approximate to		

		Trade Assistant To a maximum of s17 per month, approximate to <ul style="list-style-type: none"> Statement of Account and receipts to be provided as part of the Quarterly Reconciliation Unused funds are Overpayments and will be: <ul style="list-style-type: none"> rolled over to the next period; or returned to the Ministry for reallocation; or used for other support services as agreed to in writing by the Ministry 	s17
	Performance incentive	<i>Invoice from the Contractor to Ministry in local currency – one-time payment</i> <i>Approved by the Ministry based on performance incentive provision in Schedule A, Section 5</i> Senior Manager, Business Development 1 To a maximum of s17 approximate to Senior Manager, Business Development 2 To a maximum of s17 approximate to Manager To a maximum of s17 approximate to Program Assistant To a maximum of s17 approximate to Trade Assistant To a maximum of s17 approximate to	s17
	Maximum reimbursable in year		s17

Note: Budget table B-2-A includes funds available to the Contractor for all expenses for any associated staff (Subcontractor) including, but not limited to, compensation, social benefit payments as mandated by local law, and any other benefits or perquisites offered by the contractor to the sub-contractors. These amounts also include a potential annual performance bonus payment. The Contractor will invoice the Ministry to access these funds in order to pay his/her staff and subcontractors to deliver the representative services in this contract. Any reliance the Contractor places on receipt of the annual performance bonus payment to cover wages, salary, benefits, social benefit payments or other costs to the Contractor, is at the Contractor's risk.

(2) **Table B-4: Annual Budget Available for Fees and Expenses to Delivery Representative Services**

REPLACE this table with the following:

MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN YEAR	CAD \$ 961,729.00
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(3) ADD the following Table:

Schedule B, Table B-5-F2015: Adjusted Annual Budget for Fees and Expenses to Deliver Representative Services (Fiscal Year 2014/2015 Only):

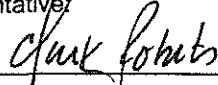
MAXIMUM PAYABLE/REIMBURSABLE UNDER CONTRACT IN FISCAL YEAR 2014/2015	CAD \$ 947,253.00
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Fiscal Year 2014/2015: Due to one-time expenses related to additional incremental program activity in-market, the maximum payable by us under this Agreement for fees and expenses for the 2014/2015 fiscal year only will be increased to CAD \$947,253.00.

(4) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 24th day of SEPTEMBER, 2014 on behalf of the Province by its duly authorized representative:

Signature

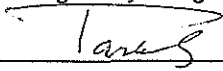


Clark Roberts, Assistant Deputy Minister

Print Name: International Business Development Division

SIGNED AND DELIVERED on the 18th day of September, 2014 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation):

Signature



Print Name

KWAN SANG PARK