DATED 20th JANUARY A.D. 1948

THE RAINBOW RANCHE
LIMITED

and

MELVAN MASANORI KAWANO

A G R E E M E N T

FILLMORE & HAYMAN
BARRISTERS & SOLICITORS
KELOWNA, B. C.

LOT 14

2013.57.4.07.14

THIS AGREEMENT made in triplicate as of the 20th day of January in the year of Our Lord One Thousand Nine Hundred and forty-eight.

BETWEEN:

THE RAINBOW RANCHE LIMITED, a company duly incorporated under the laws of the Province of British Columbia and having its chief place of business at Okanagan Centre in the said Province, (hereinafter called the "Vendor"),

of the FIRST PART,

AND:

MELVAN MASANORI KAWANO, rancher, of Okanagan Centre aforesaid, (hereinafter called the "Purchaser"),

of the SECOND PART.

WHEREAS the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:-

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Vernon Assessment District in the Province of British Columbia, and more particularly known and described as Lot Fourteen (14) Map Four Thousand Two hundred and thirteen (4213), being a subdivision of part of Sections Twenty (20) and Twenty-one (21) Township Twenty (20), Osoyoos Division of Yale District; subject to a right-of-way or proposed right-of-way in favour of West Canadian Hydro-Electric Corporation Ltd. as shown on Plan "A"755, TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Fifty-two Hundred ($5200.00) Dollars of lawful money of Canada payable in the manner and on the days and times hereinafter mentioned, that is to say:-

(a) The sum of Three thousand ($3,000.00) Dollars on or before the execution of this Agreement.

(b) The sum of $440.00 on the 21st day of January in each of the years 1949, 1950, 1951, 1952 and 1953, together with

interest at the rate of 6% per annum on the balances from time to time owing hereunder payable on the 21st day of January in each year commencing January 21st, 1949; Provided that the Purchaser shall be entitled from time to time and at any time to prepay all or any part of the balance then owing without notice or bonus.

NOW IT IS HEREBY AGREED by the Parties hereto in the manner following, that is to say: The Purchaser DOTH PROMISE COVENANT AND AGREE to and with the Vendor that he will well and truly pay or cause to be paid to the Vendor the sum of money above mentioned together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times and in the manner herein mentioned, all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; and also shall, and will pay and discharge all land and water taxes, tolls, rates and assessments wherewith the said land is now or may be rated or charged from and after the 1st day of January, 1948, whether already or hereafter assessed.

THE PURCHASER FURTHER COVENANTS AND AGREES to erect a dwelling-house of a fair value of at least $2,500.00 on the said land by not later than the 21st day of January, 1949, provided that domestic water is available to the south-east corner of the said land by not later than , 1948.

THE Purchaser shall be permitted to occupy and enjoy the said lands and premises until default be made in the proper performance and fulfilment of any covenant or agreement for the payment of money or otherwise herein contained and on the part of the Purchaser to be performed or fulfilled, subject nevertheless to impeachment for voluntary or permissive waste.

THE PURCHASER FURTHER COVENANTS AND AGREES with the Vendor that the Purchaser will during the term of this agreement cultivate, till fertilize and employ the whole of the said lands and premises in a good husbandmanlike and proper manner and will keep down all

noxious weeds as defined by the Noxious Weeds Act of the Province of British Columbia. And will carefully protect and preserve all orchard, fruit, shade and ornamental trees which are now or may hereafter be planted on the said lands from waste, injury or destruction, and will carefully cultivate, irrigate, fertilize, crop, prune, spray and care for such land and trees in accordance with the requirements of good farming operation of the district in which the said lands are situate and will conform to all requirements by law with respect thereto, and will not allow any horses, cattle or sheep or any field pests to have access to such trees on the premises and will not allow manure or fertilizer to be placed or lie against the buildings on the said premises.

THE Purchaser will repair, clean out and keep clean and in a good state of repair all irrigation ditches and flumes and will do all irrigating work required, using the irrigating water as a careful husbandman would use the same in irrigating crops of like nature planted in like soil, such irrigation to be carried on at the Purchaser's own expense in the most approved manner so that no injury shall be done to the said lands or to any adjoining lands and if any such injury is done then the Purchaser shall indemnify and save harmless the Vendor of and from all claims and damages arising therefrom, but nothing herein contained shall be construed as a warranty or covenant as to the quantity or sufficiency of water available for the said lands.

AND THE PURCHASER FURTHER AGREES that he will prior to the same becoming delinquent or in arrears or to any penalty or interest being added to the same for non-payment, in each and every year after 1947 pay and produce to the Vendor a receipt or receipts for the payment of all land and water taxes, tolls, rates and assessments upon the said land for the current year and in default of his doing so the Vendor may pay any of the same and in case such payment or payments shall be or are made by the Vendor the amount or amounts so paid together with all costs and expenses incurred in

connection therewith as between Solicitor and client shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

THE PURCHASER shall during the continuance of this Agreement and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company not objected to by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due, and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt or receipts, thereto pertaining, and if the Vendor shall pay all premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time thereof and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money with interest thereon as aforesaid, the Vendor DOTH COVENANT PROMISE AND AGREE to and with the Purchaser to convey and assure or cause to be conveyed and assured to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining FREED AND DISCHARGED FROM ALL ENCUMBRANCES save and except land and water taxes, tolls, rates and assessments from and after the 1st day of January, 1948, and the said right-of-way, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser, and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title or proof or evidence of title, or any deeds, papers

2013.57.4.07

THE RAINBOW RANCHE, LIMITED
OKANAGAN CENTRE, B.C.

Nov. 8th 1950

Received from M. M. Kobayashi
cheque for $628.70 on account.
of his interest in lot 14.
$600 principal
28.70 Interest from Jan 21st to Nov. 8. 1950

The Rainbow Ranche Limited
James Baldin
Manager

or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title which shall be deposited in the Land Registry Office by the Vendor.

NOTWITHSTANDING anything herein elsewhere contained and in addition to any other rights herein provided, it is agreed that in the event of default being made by the Purchaser in the proper performance or fulfilment of any of the covenants and agreements for the payment of money or otherwise in this Agreement contained on the part of the Purchaser to be performed or fulfilled, the whole purchase money at the option of the Vendor shall without notice immediately become due and be payable in cash.

AND IT IS EXPRESSLY AGREED that should the Purchaser fail in the proper performance or fulfilment of any of the covenants in this Agreement contained on the part of the Purchaser to be performed or fulfilled, the Vendor may, at his option, enter upon the said lands or elsewhere and do, or have done, all such things as may be proper or requisite to ensure and effect the full and complete fulfilment and performance of the said covenants and agreements, and all reasonable costs and expenses which shall be payable by the Vendor in so doing shall be chargeable to the Purchaser and shall be payable forthwith by the Purchaser to the Vendor, and until paid shall be a charge upon the said lands in the same manner and to the same extent as the purchase moneys owing hereunder and shall bear interest until paid as hereinafter provided.

AND IT IS EXPRESSLY AGREED that the time is to be considered the essence of this Agreement. Unless the payments herein provided to be made by the Purchaser are punctually made at the time and in the manner herein provided and the stipulations, covenants, provisos and agreements on the part of the Purchaser herein contained are duly performed and fulfilled, and as often as any default shall happen in making such payments or in the due performance and fulfilment of any of such stipulations, covenants, pro-

visos and agreements, the Vendor may give the Purchaser thirty days' notice in writing demanding payment and/or rectification of such other default, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof, and on such default as aforesaid the Vendor shall have the right to sell and convey the said land and premises to any purchaser thereof.

It is understood that the remedies provided above are alternative remedies and that exercise of one such remedy shall not prejudice the right of the Vendor to exercise any other such remedy in respect of any subsequent failure, and the fact that the Vendor shall not proceed to enforce any of such remedies in the event of a failure on the part of the Purchaser shall not be deemed condonation of, or prejudicial to the right of the Vendor to proceed to enforce any of such remedies in the event of any subsequent similar or other failure on the part of the Purchaser, and that the said remedies are in addition to any other remedies or rights in this agreement provided or arising by operation of law and may be resorted to in addition to or alternatively to any such other remedies or rights.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:-

Mr. M. M. Kawano,
OKANAGAN CENTRE, B.C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

THE VENDOR or its agent shall have the right at any time and at all times during the term of this Agreement to enter upon the said lands and premises for the purpose of inspecting the same or the working thereof.

No assignment of this Agreement by the Purchaser shall be valid unless the same shall be for the entire interest of Purchaser and shall be approved (which approval shall not be unreasonably withheld) by the Vendor and no agreement or conditions or relations between the Purchaser and his assigns or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from the right to convey the premises to the said Purchaser on the payment of the unpaid portion of the purchase money which may be due hereunder, unless such assignment be approved and countersigned by the Vendor as aforesaid and these conditions shall not in any way be affected or charged by the Vendor receiving payment of any portion of such purchase money from any assignee not approved as aforesaid.

AND IT IS EXPRESSLY AGREED between the Parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall, except as herein otherwise provided, be read and held as made by and with, granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; and wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration or pro-

duction to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND THE PURCHASER hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of

Nov. 8th 1950

Received from Mr. M. Kobayashi
Cheque for Six Hundred and Twenty Eight 70/100
Dollars. being 600.00 principal and
~~Etc~~ #28.70 Interest on this amount from
Jan 21st 1950 to Nov 8th 1950 to be
applied on agreement of Sale for Lot 14
and in full for LOT. A. Plan 5266
8.50 acres. The Rainbow Ranch Limited
James Soldier Mgr

LOT. A. - 8.50 Acres.
LOT B - 8.50 Acres.

Deed was issued Nov. 4. 1950 to M. M. Kobayashi for Lot A
on payment of #600.00/100 principal & #28.70 Interest.
Nov 8th 1950

On Nov. 8th 1950 Gulvin Kawano now owes #720.00
plus interest from Jan 21, 1950

at

default as aforesaid.

IN WITNESS WHEREOF the said Parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED)
In the presence of:)

James Saldin
Director

S. J. Land.

M. Kawano

Lot 14 was subdivided as per RP 3-266 - 1950.

LOT A - 8.50 Acres.
LOT B - 8.50 Acres.

Deed was issued Nov. 4. 1950 to M. M. Kobayashi for Lot A on payment of $600.00/100 principal & $28.70 interest Nov 8th 1950

On Nov. 8th 1950 Melvin Kawano now owes $720.00 plus interest from Jan 21, 1950

LAND REGISTRY ACT.

FORM Q. (SECTION 59.)

For the Secretary (or other Officer) of a Corporation.

I HEREBY CERTIFY that, on the 4th day of ~~July~~ September, 1948,

at Kelowna, in the Province of British Columbia,

James Goldie [~~whose identity has been proved by the evidence on oath of~~

~~xxxxxx~~] personally known to me,

appeared before me and acknowledged to me that he is the Director of The Rainbow Ranche Limited, and that he is the person who subscribed his name to the annexed instrument as Director of the said The Rainbow Ranche Limited and affixed the seal of the Rainbow Ranche Limited to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at Kelowna, B.C., this 4th day of ~~July~~ September, in the year of our Lord one thousand nine hundred and forty-eight.

[signature]

A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

8M-625-1380