

AGENCY AGREEMENT

September 13, 2023

Crystal Creek Homes
6010 12th Street SE,
Calgary, Alberta Canada
T2H 2X2

Dear Sirs/Mesdames:

Re: Offering

Rethink and Diversify Securities Inc. (the “**Agent**”) understands that the entities related to Crystal Creek Homes (the “**Issuer**”) proposes to complete a offering of securities by way of private placement of limited partnership units, promissory notes and/or mutual fund trust units (the “**Securities**”) Each Security shall have the material attributes described in the Offering Documents (as defined below).

The Agent proposes to offer the Securities for sale, as agent of the Issuer, on a best-efforts basis, in the manner contemplated by this Agreement to investors (the “**Purchasers**”). The Securities shall be offered and sold on a private placement basis in the Qualifying Jurisdictions (as defined below) pursuant to section 2.3 and 2.9 of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) and section 73.3 of the *Securities Act* (Ontario) (the “**Offering**”).

DEFINITIONS

In this Agreement,

“**affiliate**”, “**material change**”, “**material fact**” and “**misrepresentation**” have the respective meanings given to them in the *Securities Act* (Saskatchewan);

“**Agency Fees**” has the meaning given to it in Section 8;

“**Agent**” has the meaning given to it in the first paragraph of this Agreement;

“**Agreement**” means this agreement as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day on which commercial banks are open for business in Regina, Saskatchewan;

“**Canadian Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations and rules under such laws together with applicable published policy statements, notices and blanket orders of the securities regulatory authorities in the Qualifying Jurisdictions;

“Claim” has the meaning given to it in Section 13(a);

“Closing” means the closing of the issuance and sale by the Issuer of the Securities;

“Closing Date” means each date of closing under the Offering;

“Closing Time” means the closing time on a Closing Date as reasonably determined by the Issuer;

“Due Diligence Event” means:

- (a) any amendment or update of the Issuer’s Offering Documents or an amendment of the terms of the Offering or if 12 months have lapsed since the Agent’s last review of the Offering Documents or Offering;
- (b) a material change of the Issuer or the Offering;
- (c) the suspension or material change to redemptions or distributions of the Issuer;
- (d) the Issuer issues a notice of meeting or information circular in connection with any securityholder meeting of the Issuer;
- (e) a merger, amalgamation, takeover bid, plan of arrangement or sale of all or substantially all securities or similar transaction involving the Issuer;
- (f) securityholder litigation or regulatory proceeding related to the Offering or Issuer; or
- (g) the Issuer failing to comply with the terms of this Agreement or the Offering;

“Due Diligence Period” means the period commencing on the date hereof and ending on the later of: (a) date of the completion of the distribution of the Securities; and (b) the date the clients of the Agent are no longer securityholders of the Issuer;

“Environmental Laws” means all applicable laws relating to pollution, contamination, protection of the environment, health, safety or natural resources, including those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials;

“Governmental Body” means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances;

“Hazardous Materials” means any substance, material or waste which is regulated by or with respect to which liability or standards of conduct are imposed under any Environmental Laws, including any substance, material or waste which is defined as “toxic”, “dangerous”, “hazardous”, “pollutant”, “contaminant” or “source of contaminant” under any provision of Environmental Laws including any free product, vapour phase or residual, derivative of such Hazardous Materials;

“including” means including without limitation and **“includes”** means includes without limitation;

“Indemnified Party” has the meaning given to it in Section 13(a);

“Issuer” has the meaning given to it in the first paragraph of this Agreement;

“Issuer Parties’ Knowledge” means to the knowledge of the Manager and Issuer after due inquiry;

“Manager” means the Crystal Creel Homes Inc.;

“Material Adverse Effect” means an effect that: (i) is, or is reasonably likely to be, materially adverse to the business, affairs, property, liabilities (contingent or otherwise), operating results, capital or prospects of the Issuer; or (ii) would result in any Offering Document containing a misrepresentation;

“Material Documents” means this Agreement, the Subscription Agreements and the Constatng Documents;

“NI 45-106” has the meaning given to it in the second paragraph of this Agreement;

“Offering” has the meaning given to it in the second paragraph of this Agreement;

“Offering Documents” means the offering memorandum, term sheet, private placement memorandum and/or other offering documents of the Issuer, and any marketing materials relating to the offering of Securities, as applicable, as may be amended or updated from time to time;

“Purchasers” has the meaning given to it in the second paragraph of this Agreement;

“Qualifying Jurisdictions” means the jurisdictions in which the Securities may be lawfully offered for sale by the Issuer and Agent;

“Securities” has the meaning given to it in the first paragraph of this Agreement;

“Subscription Agreements” means the agreements to be entered into at the Closing Time between the Issuer and each of the Purchasers, in form and substance satisfactory to the Issuer and the Agent; and

“\$” means Canadian dollars, unless otherwise indicated.

Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders. References to “paragraph” and “Section” (unless otherwise indicated) are to the appropriate paragraphs and sections of this Agreement.

TERMS AND CONDITIONS

2. Appointment of Agent

- (a) The Issuer hereby appoints the Agent as the Issuer’s agent to facilitate the Offering. The Agent agrees to act as the Issuer’s agent for such purpose and to use its best

efforts to facilitate the sale of the Securities on the Issuer's behalf to Purchasers, at a price per Security determined by the Issuer from time to time. It is understood that the Agent shall act as agent only and shall not at any time be obligated to purchase or to arrange for the purchase of any Securities.

- (b) The Agent shall facilitate sales of the Securities only in those jurisdictions where they may be lawfully offered for sale or sold and in accordance with, and in a manner permitted by, the laws of each jurisdiction in which such Securities are sold.
- (c) The Agent understands that the Securities are not being registered under the *United States Securities Act of 1933*, as amended, and it has not offered or sold and agrees that it shall not offer, sell or deliver at any time, directly or indirectly, in the United States (which term, as used herein, includes its territories or possessions) or to or for the account of any person who it knows or has reason to believe is a United States national or resident thereof, any of the Securities, other than with the express prior written consent of the Issuer.
- (d) Each of the Manager and Issuer covenants that it and its agents will not represent to any person that the Agent has endorsed the Manager, the Issuer, the Securities or the Offering.
- (e) The Issuer and Manager acknowledge and agree that the Agent is acting pursuant to a contractual relationship entered into on an arm's length basis, and in no event do the parties intend that the Agent act or be responsible as a fiduciary to the Issuer, the Manager, their management, securityholders or creditors or any other person in connection with any activity that the Agent may undertake or has undertaken in furtherance of the transactions contemplated herein, either before or after the date hereof. The Manager and the Issuer expressly acknowledge that the Agent does not have any fiduciary or similar obligations to the Issuer or the Manager either in connection with the transactions contemplated herein or any matters leading up to such transactions.

3. Compliance with Canadian Securities Laws

- (a) The Issuer, Manager and Agent shall, when effecting sales of the Securities comply with the provisions of Canadian Securities Laws and this Agreement.
- (b) The Issuer shall fulfil and comply with, to the satisfaction of the Agent, acting reasonably, Canadian Securities Laws required to be fulfilled or complied with by the Issuer in connection with the Offering.
- (c) The offer and sale of the Securities shall be made on a basis which is exempt from the prospectus requirements of Canadian Securities Laws.
- (d) Subject to timely compliance by the Agent with the obligations in the next following sentence, the Issuer shall file or cause to be filed all documents required to be filed by the Issuer in connection with such exempt sale of the Securities, including Form 45-106F1 pursuant to NI 45-106 and any equivalent form in any

Qualifying Jurisdiction. The Agent shall deliver to the Issuer, as soon as practicable and, in any event, in sufficient time to allow the Issuer to comply with Canadian Securities Laws and other applicable laws, all information respecting the Purchasers as required for such filings.

- (e) All legal requirements to enable the distribution of the Securities shall be fulfilled as soon as practicable.

4. Representations and Covenants as to Offering and Offering Documents

- (a) Delivery of the Offering Documents to the Agent shall constitute the Issuer's and the Manager's joint and several representation and warranty to the Agent that, as at the date hereof:
 - (i) all information and statements (except information and statements relating solely to and provided by the Agent), contained in the Offering Documents are true and correct in all material respects and contain no misrepresentation; and
 - (ii) no material fact or information has been omitted from such disclosure (except for omissions in respect of facts or information relating solely to the Agent) which is required to be stated in such disclosure or is necessary to make the information contained in such disclosure not misleading in light of the circumstances under which it was made. Such deliveries shall also constitute the Issuer's consent to the use by the Agent of the Offering Documents in connection with the distribution of the Securities in the Qualifying Jurisdictions in compliance with this Agreement and Canadian Securities Laws.
- (b) The Issuer and Manager shall spend and apply the net proceeds from the Offering in accordance with the description set forth in the Offering Documents and shall not re-allocate the net proceeds from the Offering without the prior written consent of the Agent.
- (c) The Manager shall ensure the Issuer, and the Issuer shall disclose all material risk factors related to the Offering and all current and proposed material related-party transactions and non-arm's length transactions in the Offering Documents.
- (d) If the Offering Documents disclose that the Securities are eligible for investment by tax deferred plans or certain types of investors or accounts, the Issuer and Manager covenants to maintain such eligibility for as long as the Agent's clients are holders of the Securities.
- (e) Although they do not guarantee future performance, the Manager and Issuer will use best efforts to cause the Securities to meet any targeted returns disclosed in the

Offering Documents or otherwise represented by the Issuer or Manager to Purchasers.

- (f) In connection with the Offering, except for the Offering Documents, none of the Manager, Issuer, the Agent nor any of their respective affiliates shall provide to prospective Purchasers any document or other material that would constitute an offering memorandum within the meaning of Canadian Securities Law.

5. Material Change During Distribution

- (a) During the Due Diligence Period the Issuer shall promptly notify the Agent in writing of:
 - (i) any change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the business, financial condition, affairs, operations, assets, liabilities or obligations (contingent or otherwise), prospects, capital or ownership of the Issuer or the Manager, as applicable; and
 - (ii) any change in any fact or matter covered by a statement contained in the Offering Documents,

which change or fact is, or may be, of such a nature as to render any statement in the Offering Documents misleading or untrue in any material respect or which would result in a misrepresentation in the Offering Documents or which change would reasonably be expected to have a significant effect on the value of the Securities.

- (b) During the Due Diligence Period, the Issuer shall advise the Agent promptly, and forthwith provide the Agent with copies, of:
 - (i) any written communications issued by any securities regulatory authority suspending or preventing the use of the Offering Documents; and
 - (ii) any actions, claims or investigations that may reasonably be expected to have a Material Adverse Effect on the Issuer, the Manager, the Agent, the Securities or the Offering.

6. Representations, Warranties and Covenants of the Manager and Issuer

The Manager and Issuer hereby jointly and severally covenant, represent and warrant as follows to the Agent and acknowledges that the Agent is relying upon such covenants, representations and warranties in connection with its execution and delivery of this Agreement, which representations and warranties shall be true as of the date of this Agreement and true on each Closing:

- (a) each of the Issuer and Manager is validly subsisting and has all requisite power and authority to own and operate its assets and to carry on its business as it is currently

conducted and proposed to be conducted, and to enter into and perform its obligations under this Agreement and any other Material Documents to which it is a party;

- (b) all necessary organizational or corporate action has been taken by the Manager and Issuer to authorize the execution, delivery and performance by it of this Agreement and the Material Documents to which it is a party, and the issuance, sale and delivery of the Securities;
- (c) this Agreement and the other Material Documents constitute legal, valid and binding obligations of the Issuer and Manager, enforceable against each of them in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally, and except as limited by the application of equitable principles when equitable remedies are sought and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (d) none of the Issuer and Manager is in breach or violation of any of the terms or provisions of, or in default under (whether after notice or lapse of time or both):
 - (i) any of the Material Documents to which it is a party;
 - (ii) any indenture, mortgage, deed of trust, loan agreement or other agreement (written or oral) or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject where such breach, violation or default could have a Material Adverse Effect;
 - (iii) the Constatting Documents; or
 - (iv) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its properties where such breach, violation or default could have a Material Adverse Effect;
- (e) there are no legal or governmental actions, proceedings or investigations in existence to which the Issuer or Manager is a party or to which the property of the Manager is subject or, to the Issuer Parties' Knowledge, contemplated or threatened against the Manager or Issuer, at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board or agency, domestic or foreign, which:
 - (i) questions the validity of any action taken or to be taken by the Manager or Issuer pursuant to or in connection with this Agreement or the Material Documents;
 - (ii) could result in the revocation, cancellation or suspension of any of the Manager's or Issuer's licences or qualifications to carry on its activities

- (iii) which may restrict or prohibit the ability of the Manager or Issuer to perform its obligations under this Agreement or other Material Documents or as contemplated by the Offering Documents; or
 - (iv) could have a Material Adverse Effect on the Issuer or its business, affairs, property, liabilities (contingent or otherwise), operating results, capital or prospects, financial or otherwise;
- (f) at the Closing Time, other than pursuant to the Subscription Agreements no person shall have any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of any securities of the Issuer from or by the Issuer and no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any securities of the Issuer, shall be outstanding;
- (g) the terms and conditions of the Offering comply in all material respects with Canadian Securities Laws and other applicable laws;
- (h) other than as may be required by, and as have or shall have been obtained prior to Closing under, Canadian Securities Laws, no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required by the Issuer for the issue, sale and delivery of the Securities as contemplated in this Agreement or the consummation by the Issuer or Manager of the transactions contemplated in this Agreement or the execution, delivery or performance by the Issuer or Manager of its applicable obligations in the Material Documents;
- (i) each of the Issuer and Manager is current with all filings required to be made by it under all jurisdictions in which it exists or carries on any material business and has all necessary certificates, licences, authorizations and other approvals necessary to permit it to conduct its proposed activities;
- (j) there is not, in any agreement, mortgage, note, debenture, indenture or other instrument or document to which the Issuer is party, any restriction upon or impediment to the declaration or payment of distributions to the securityholders of the Issuer;
- (k) other than the Material Documents provided to the Agent there are no other Material Documents of or pertaining to the Issuer;
- (l) other than as disclosed in the Offering Documents or contemplated in the Material Documents:
 - (i) the Issuer's assets are not subject to any right of purchase or other acquisition, whether or not on conditions, of or by any third party, including any which shall be triggered or accelerated by the transactions contemplated as part of the Offering; and

- (ii) none of the directors, officers or employees of the Manager or Issuer, as applicable, or any associate or affiliate of any of the foregoing, has any interest, direct or indirect, in any transaction or any proposed transaction with the Issuer which materially affects, is material to or could materially affect the Issuer;
- (m) to the Issuer Parties' Knowledge, there are no facts, events or circumstances that might reasonably be expected to form the basis of governmental order for clean-up or remediation, investigation, monitoring, demolition, restriction of use or development or other response action, nor is there any action, suit or proceeding by any private party or Governmental Body, with respect to the Issuer's properties relating to the presence or release of Hazardous Materials and/or the actual or alleged breach of any Environmental Laws that if enforced would have a Material Adverse Effect;
- (n) the Issuer has obtained insurance coverage with insurance companies against all risks and in such amounts as are reasonable for prudent owners of businesses similar to that to be carried on, directly and indirectly, by the Issuer; and
- (o) none of the Manager and the Issuer has intentionally withheld and none of them shall intentionally withhold from the Agent, prior to the Closing Time, any material facts relating to the Issuer or the Offering.

7. Survival of Representations and Warranties

The representations and warranties contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Securities shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the preparation of the Offering Documents or the distribution of the Securities and shall survive the purchase of the Securities and shall continue in full force and effect for a period ending on the date that is three years and one day following the date the Securities are last issued to a client of the Agent.

8. Fees

In consideration for the Agent's services under this Agreement, the Issuer and Manager shall jointly and severally pay the following fees to the Agent or a party directed by the Agent:

- (a) sales commissions of 4% of the gross proceeds raised by the Agent under the Offering and an administration fee of 1% of the gross proceeds raised by the Agent under the Offering; and
- (b) ongoing due diligence review fees of \$5,000, plus applicable taxes and disbursements payable upon the occurrence of any Due Diligence Event or Periodic Review at any time, until the clients of the Agent are no longer securityholders of the Issuer,

(collectively, the "Agency Fees").

The Agency Fees are non-refundable.

9. Payment of Fees

- (a) The fees and applicable taxes and disbursements in Section 8(a) are payable within 15 days of each Closing.
- (b) The fees and applicable taxes and disbursements in Section 8(b) are payable upon the occurrence of a Due Diligence Event or Periodic Review.
- (c) The fees and applicable taxes and disbursements in all other parts of this Agreement are payable within 15 days of receipt of an invoice.
- (d) Time for payment of fees and expenses is of the essence. If the Agent does not receive payment by the time it is due, the Agent shall be entitled, without prejudice to any of its other rights, to charge interest accruing on the sum due to us at the annual rate of 12%.

10. Due Diligence, KYP and Conduct

- (a) The Issuer acknowledges that the Agent has a know-your-product obligation under securities laws, which requires the Agent to conduct due diligence on the Issuer and the Securities. The Issuer shall allow the Agent and its counsel to conduct all due diligence investigations which the Agent may reasonably require to fulfil the Agent's obligations as agent, including as set forth in this Section 10. The Issuer acknowledges and agrees that the Agent is required to perform its know-your-product obligations in accordance with the applicable laws and the Agent cannot delegate its legal responsibilities to the Issuer or its representatives, such as the Issuer's auditor or legal counsel.
- (b) The Issuer acknowledges and agrees that the Agent is required by law to provide its know-your-product materials to certain employees, such as dealing representatives and, notwithstanding any confidentiality agreement between the Agent and the Issuer:
 - (i) the Agent is hereby permitted to provide such materials to its employees and can inform such employees once the Issuer's offering has become an approved product for sale by the Agent; and
 - (ii) no notice, consultation or other compliance with the confidentiality agreement shall be required by the Agent if the Agent is requested or required to disclose know-your-product or other information about the Issuer pursuant to a broad or routine audit, examination, investigation or request for information by any legal, judicial, governmental, administrative, or regulatory authority.
- (c) If the Issuer is out of distribution and the Agent is no longer distributing the Securities, the Agent shall undertake a periodic review of the Issuer and its business

and operations, as required under Applicable Securities Law, until the clients of the Agent are no longer securityholders of the Issuer (the “**Periodic Review**”). The Issuer acknowledges and agrees to provide the Agent with documents reasonably requested by the Agent in connection with the Agent’s Periodic Review, until the clients of the Agent are no longer securityholders of the Issuer.

- (d) The Issuer acknowledges, covenants and agrees that it shall provide a timely response to any of the Agent’s due diligence requests for information and/or documents, at any time and from time to time, in connection with any Periodic Review, a review of a Due Diligence Event or otherwise as requested by the Agent, whether the Agent is distributing Securities of the Issuer or not.
- (e) The Issuer agrees that all planned events that shall require the attendance of any of the Agent’s dealing representatives must be approved in advance by the Agent in writing prior to any communication to the Agent’s dealing representatives.
- (f) The Issuer agrees that it shall not discuss or promote any security, other than the Security so described in this Agreement or other fully executed agreement between the parties, to the Agent’s dealing representatives or referral sources, provided that this provision shall not restrict the Issuer from engaging other dealers that may promote other securities of the Issuer to sub-agents or referral sources.
- (g) The Issuer shall:
 - (i) support the Agent in providing the Agent’s dealing representatives with product knowledge and access to the Issuer’s management team to perform the Agent’s know-your-product obligations regarding the Securities, and
 - (ii) remain subject to and shall cooperate with the Agent’s periodic due diligence reviews and reviews of Due Diligence Events of the Issuer and its affiliates, which reviews shall occur upon the Agent providing the Issuer with reasonable prior written notice.
- (h) The Issuer and Manager shall cause their employees, contractors and agents to engage with the Agent and its personnel in a professional manner at all material times and to comply with the Agent’s policies and procedures related to due diligence and professional conduct. The Issuer and Manager shall attend, and shall cause their employees, contractors, and agents, including legal counsel and auditor, that are reasonably requested by the Agent to attend all reasonable meetings and due diligence sessions required for the Agent’s due diligence and know-your-product processes.
- (i) The Issuer and Manager consent to the Agent recording and documenting all due diligence conducted by the Agent pursuant to this Agreement, including recording of virtual meetings and telephone calls.
- (j) The Issuer and Manager shall provide to the Agent, on a timely basis until the clients of the Agent are no longer securityholders of the Issuer all information that

may be reasonably requested by the Agent to comply with the client statement and reporting requirements imposed upon the Agent under National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

- (k) The Issuer and Manager shall hold the Agent’s due diligence materials and information regarding its due diligence processes in confidence and shall not disclose the Agent’s due diligence materials without the Agent’s prior written consent.

11. Closing Matters

- (a) The purchase and sale of the Securities for which orders have been received, shall be completed electronically at the Closing Time.
- (b) For the issuance and sale of the Securities on the Closing Date, the delivery of the Securities is to be made to the Purchasers (or as otherwise directed by the Agent) at the Closing Time.
- (c) The Securities shall be evidenced by one or more certificates or electronically through other evidence satisfactory to the Agent (such as DRS statements issued by a transfer agent).
- (d) At the Closing Time, the Agent shall deliver to the Issuer executed copies of Subscription Agreements (including completed and executed copies of applicable schedules) from each Purchaser, in form satisfactory to the Issuer, acting reasonably and the Agent shall instruct the Purchaser’s to deliver their subscription proceeds to the Issuer.

12. Termination

- (a) Rights of Termination. This Agreement is effective as of the date first written above and shall continue until terminated by the Manager and Issuer, on the one, (collectively, the “**Issuer Parties**”) and the Agent, on the other hand, in accordance with the following:
 - (i) This Agreement is effective as of the date first written above and shall continue until terminated by mutual agreement of all parties.
 - (ii) The Issuer Parties or the Agent may terminate this Agreement by providing not less than 30 days’ prior written notice to the other parties.
 - (iii) The Agent may terminate this Agreement at any time if the Agent has determined through due diligence that the securities of the Issuer will not be a product available on the Agent’s product shelf.
 - (iv) This Agreement may be terminated by the Agent or Issuer Parties, as applicable, by written notice taking immediate effect if any of the other parties is in breach of any of the terms of the Agreement.

- (v) The Agent or Issuer Parties, as applicable, may immediately terminate this Agreement: (A) if an order is made or a resolution passed or other proceedings taken for the dissolution of any of the other parties; or (B) if any such other party consents to or makes a general assignment for the benefit of creditors, or makes a proposal to creditors under any insolvency law, or is declared bankrupt or if a liquidator, trustee in bankruptcy, custodian or receiver is appointed by the other party.
- (b) Effect of Termination. In the event of termination of this Agreement:
 - (i) there shall be no further liability on the part of the Agent to the Issuer or the Manager or on the part of the Issuer or the Manager to the Agent except in respect of any liability which may have arisen prior to termination or arise after such termination pursuant to Sections 4(b), 4(d), 8, 9, 10(b), 10(c), 10(d), 10(g)(ii), 10(h), 10(i), 10(j), 10(k)12 through 20, 22 and 23, each of which survive termination and remain in full force and effect, including the applicable defined terms used therein;
 - (ii) the Agent shall no longer review Due Diligence Events but shall continue to conduct Periodic Reviews and the Issuer and Manager shall continue to provide the Agent with the information required under Sections 10(c) and 10(j) until the clients of the Agent are no longer securityholders of the Issuer; and
 - (iii) the Issuer shall not close on any subscriptions from the Agent and shall refund the proceeds from any subscriptions that have not closed prior to termination.

13. Indemnity

(a) Indemnity

The Issuer and the Manager jointly and severally agree to indemnify and hold harmless the Agent and its affiliates and each of the Agent's and its affiliates' directors, officers, employees, partners and agents (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including securityholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings (collectively, the "**Claims**" and individually, a "**Claim**") to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such Claims arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Issuer and the Manager by the Indemnified Parties pursuant to this Agreement (including the aggregate amount paid in reasonable settlement of any such Claims that may be made against the Indemnified Parties, provided that the Issuer has agreed to such settlement), provided, however, that this

indemnity shall cease to apply to an Indemnified Party to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (i) such Indemnified Party has been grossly negligent or has committed wilful misconduct or any fraudulent act in the course of such performance; and
- (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence, wilful misconduct or fraud referred to in Section 13(a)(i).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Indemnified Party may incur as a result of any action or litigation that may be threatened or brought against the Indemnified Party.

(b) *Notification of Claims and Retaining Counsel*

If any Claim contemplated by Section 13(a) is asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided under Section 13(a), the Indemnified Party shall notify the Issuer and the Manager, promptly of the nature of such Claim, but the omission to so notify, shall not relieve the Issuer and the Manager from any liability which it may have to any Indemnified Party under this Section, except to the extent that such omission or delay prejudices their ability to contest such Claim, and the Issuer and the Manager shall be entitled (but not required) to assume the defence of any suit or the conduct of any proceeding brought to enforce such Claim; provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably, and provided that no admission of liability in respect of any such Claim may be made by or on behalf of an Indemnified Party or the Issuer and the Manager without the prior written consent of all parties hereto. The Agent and any other Indemnified Party shall have the right to appoint its or their own separate counsel at the Issuer's and the Manager's cost provided the Agent acts reasonably in selecting such counsel.

(c) *Right of Indemnity in Addition to Other Rights*

The rights to indemnity provided in this Section shall be in addition to and not in derogation of any other right to indemnity which the Indemnified Party may have by statute or otherwise at law.

(d) *Right of Indemnity in Favour of Others*

With respect to any Indemnified Party who is not a party to this Agreement, it is the intention of the Issuer and the Manager to constitute the Agent as trustee for such Indemnified Party of the rights and benefits of this Section and the Agent agrees to accept such trust and to hold the rights and benefits of this Section in trust for and on behalf of such Indemnified Party.

(e) *Regulatory Investigations*

The Issuer and the Manager agree that in case any legal proceeding shall be brought against the Issuer, the Manager and/or the Agent by any governmental commission or regulatory authority

or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Issuer, the Manager and/or the Agent, and any personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Issuer and the Manager by the Agent, the Agent shall have the right to employ its own counsel in connection therewith provided the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by the Agent's personnel in connection therewith) and out-of-pocket expenses incurred by its personnel in connection therewith shall be paid by the Issuer and the Manager as they occur.

14. Non-Solicitation

During the term of this Agreement and for a period of 24 months following the date of termination of this Agreement:

- (a) the Issuer, the Manager and their respective Subsidiaries, its Affiliates and/or Associates thereof, or any officer, director, employee or agent thereof (collectively, the "**Issuer Group**"), shall not directly or indirectly contact clients introduced to the Issuer by the Agent for as long as they remain clients of the Agent, without the written consent of the Agent, other than as may be required for the Issuer to comply with or satisfy legal obligations under applicable securities laws, to satisfy or discharge its reporting and other obligations or as may be reasonably necessary for investor relations reasons (including the delivery to investor updates and newsletters) and solely in connection with the Offering. For greater certainty, the Issuer acknowledges and agrees that, other than the Offering, the Issuer Group cannot solicit, directly or indirectly, the clients introduced by the Agent to the Issuer in connection with any other offering of securities by any member of the Issuer Group, without the express written prior consent of the Agent, provided that this provision shall not restrict the Issuer Group from engaging other dealers or agents that may solicit such clients provided that such solicitation was not a result of any direction or information provided by the Issuer Group in breach of this provision; and
- (b) the Issuer Group shall not solicit, directly or indirectly, any of the Agent's dealing representatives, directors officers, senior management or employees for employment, consulting or any other contractual arrangement that competes with the business of the Agent without prior written consent of the Agent.

15. Limitation of Liability

In no event shall the Agent's liability to the Issuer for any matter arising out or in connection with this Agreement exceed the amount of Agent Fees paid by the Issuer or Manager to the Agent in the 12-month period immediately preceding the incident giving rise to such liability and shall constitute the Issuer's and Manager's sole remedy against the Agent. Except this limitation of liability shall not apply to the Agent's fraud or willful misconduct.

16. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

17. Expenses

Whether or not the transactions contemplated by this Agreement shall be completed, all expenses of or incidental to the issue, sale and delivery of the Securities and all expenses of or incidental to all other matters in connection with the Offering set out in this Agreement shall be borne directly by the Issuer provided that the fees and expenses incurred by the Agent relating to the marketing of the Securities (including “road shows”, marketing meetings and marketing documentation) and all reasonable out-of-pocket expenses of the Agent relating to this transaction, including all travel expenses in connection with due diligence and marketing shall only be borne by the Issuer and the Issuer shall reimburse the Agent for such expenses within 30 days of the Agent providing an invoice for such expenses to the Issuer. For greater clarity, such expense reimbursement must be paid directly to the Agent and not its dealing representatives.

18. Time of the Essence

Time is of the essence of this Agreement.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.

20. Notice

(a) the Manager and Issuer shall promptly notify the Agent in writing of any change which would reasonably be expected to cause the Manager’s and Issuer’s representations and warranties herein to become untrue in any material respect or if the Manager or Issuer is unable to comply with a covenant of herein in any material respect.

(b) Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a “**Notice**”) shall be in writing addressed as follows:

(i) If to the Issuer or the Manager, addressed and sent to:

Crystal Creek Homes
6010 12 St SE, Calgary, AB T2H 2X2
Attention: Justin Bobier
Email: justin@crystalcreekhomes.ca

(ii) If to the Agent, addressed and sent to:

Rethink and Diversify Securities Inc.
333 25 St E #505, Saskatoon, SK S7K 0L4
Attention: Chief Executive Officer
Email: rgrona@rethinkdiversify.com

or to such other address as any of the persons may designate by Notice given to the others.

Each Notice shall be personally delivered or sent by commercial courier to the addressee or sent by email to the addressee and a Notice shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof.

22. Press Releases and Advertisements

From and after the date hereof, the Issuer shall provide the Agent with a copy of all press releases and advertisements to be issued by the Issuer concerning the Offering prior to the issuance thereof, and shall give the Agent a reasonable opportunity to provide comments on any such press release or advertisement.

23. Attornment

Each of the Issuer, the Manager and the Agent hereby agree:

- (a) that any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of Saskatchewan, and for that purpose now irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such Saskatchewan court;
- (b) that it irrevocably waives any right to, and shall not, oppose any such Saskatchewan action or proceeding on any jurisdictional basis, including *forum non conveniens*; and
- (c) it shall not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Saskatchewan court as contemplated by this Section 23.

24. Counterparts/Facsimile Signatures

This Agreement may be executed by any one or more of the parties to this Agreement in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The transmission by facsimile

of a copy of the execution page hereof reflecting the execution of this Agreement by any party hereto shall be effective to evidence that party's intention to be bound by this Agreement and that party's agreement to the terms, provisions and conditions hereof, all without the necessity of having to produce an original copy of such execution page.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this Agreement where indicated below and returning the same to the Agent upon which this Agreement as so accepted shall constitute an agreement among us.

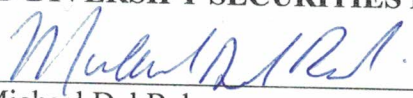
Yours truly,

RETHINK AND DIVERSIFY SECURITIES INC.

By:

Name:

Title:



Michael Del Bel
Due Diligence Analyst

The foregoing is accepted and agreed to as of the date first above written.

Crystal Creek Homes

By:

Name:

Title:

CPeron
Chantei Peron
CFO