

June 9, 2014

Intelliserve Software Inc.
201-146 East 18th St.
North Vancouver, BC V7L 2X5

Dear Sirs:

Re: Letter Of Intent – Acquisition of Mobiweed

This letter of intent (the “**Letter**”) summarizes the principal terms of a proposal whereby Highmark Marketing Inc. (“**Highmark**”), and Intelliserve Software Inc. (the “**Vendor**”) wish to enter into a transaction (“**Transaction**”) whereby the Vendor transfers ownership of Mobiweed (the “**Website**”), and the Intellectual Property pertaining to Mobiweed, (together the “**Assets**”) to Highmark for fair value consideration.

1. For a period of 90 days commencing on the date of signing the Letter (the “**Due Diligence Period**”), the Vendor agrees:
 - (a) to terminate any current or ongoing discussions with other parties in respect to the sale of the Assets;
 - (b) that it will not, directly or indirectly, solicit, initiate, entertain, encourage, promote or facilitate any proposals or offers from, or negotiations with, any other party, or provide information to or facilitate any discussions or negotiations with any other party, regarding any other potential sale of the Assets; and
 - (c) that it will not enter into any agreement, arrangement or understanding with any other party related to the sale of the Assets(the “**Standstill Provision**”).
2. In consideration of the Standstill Provision, Highmark agrees to pay to the Vendor CDN\$15,000 upon execution of the Letter.
3. The terms set out in the Letter are for discussion purposes only and do not constitute a legally binding or enforceable agreement between Highmark and the Vendor or any of their affiliates, except as set out in sections 1 and 2, which sections are legally binding.
4. The completion of the Transaction is contingent upon and subject to, among other things, negotiating, and executing a binding agreement (the “**Definitive Agreements**”).
5. **Description of the Transaction**

The understandings and terms set out below are intended to describe the transaction:

- (a) Highmark proposes to acquire the Assets from the Vendor.
- (b) Highmark proposes to invest financial and human resources into the marketing of the Assets. These efforts will initially be focused on the creation of an online marketing campaign including but not limited to the building of, and or fostering of affiliate

networks, blogging, and Search Engine Optimization for the purpose of increasing visitors to the Website.

6. Terms of the Proposed Transaction

<p>(a) Mobiweed website:</p>	<p>The Website contains content covering the location and details of dispensaries and pharmacies in the medical marijuana industry in North America. The website has searchable content, allowing the user to find dispensaries and pharmacies, and related services in the medical marijuana industry, by location. Dispensaries, pharmacies and service providers can also create a profile of their operation. Site features include user feedback functions, so that users can comment on their retail experience with a dispensary or pharmacy. There is also news on the website.</p>
<p>(b) Ownership of, and Online Traffic from, www.mobiweed.ca and www.mobiweed.com</p>	<p>The Vendor owns the URLs: www.mobiweed.ca and, www.mobiweed.com which are used to host the online application and drive traffic.</p>
<p>(c) Promotion and Marketing Budget</p>	<p>Highmark proposes to make sufficient funds available for the purpose of creating and maintaining an online marketing campaign that would expand the reach of the Asset, increasing unique visitors and page views.</p>
<p>(d) Payment</p>	<p>Highmark agrees to make the following payments to the Vendor:</p> <ol style="list-style-type: none">1. CDN\$15,000 upon execution of the Letter.2. CDN\$35,000 and 250,000 common shares of Highmark upon executing the Definitive Agreements for the acquisition of the Assets.3. Based on attaining certain targets, a performance bonus of 250,000 common shares of Highmark on the date which is 6 months after the purchase date. <p>The 6 month performance targets include:</p> <ol style="list-style-type: none">(i) A minimum of 1,000 dispensaries and pharmacies listed, with a

minimum of 50 dispensaries and pharmacies in Canada and 50 dispensaries and pharmacies in the USA having complete profiles; and

(ii) A minimum of 20,000 unique visitors (unique users) on the site; and

(iii) A minimum of \$3,000 per month in advertising revenue

The parties reserve the right to review and adjust the performance targets and compensation based on industry conditions.

10. Additional Terms

- (a) It is understood by the Vendor that Highmark is a listed public company on the Canadian Securities Exchange (the “**CSE**”) and will be issuing additional capital to the public to fund its commitments. Disclosure documents to be prepared by Highmark will describe the Transaction in detail. These documents will be filed for public inspection. The Vendor consents to the use by Highmark of information relating to the business of the Vendor, in documents disclosed to the public.
- (b) The Vendor acknowledges and agrees that Highmark may or may not use third party service providers to enhance, consult, and or carry out much of the online marketing activities contemplated in the Letter.

If you agree to the terms as described above, please sign below and return to Highmark representative at the following address: marc@qlbss.ca

Sincerely,

Highmark Marketing Inc.

“Marc Branson”

Authorized Signatory
Name: Marc Branson
Title: Chief Executive Officer and Director

Intelliserve Software Inc.

“Hessam Khabbazian”

Authorized Signatory

Name: Hessam Khabbazian

Title: Director