

BLACKCOMB RIDGE

SECOND AMENDMENT TO DISCLOSURE STATEMENT

Date: October 20, 2010

Date of Original Disclosure Statement: July 30, 2009

Date of First Amendment to Disclosure Statement: February 25, 2010

Development: Blackcomb Ridge, City of Nanaimo

Developer: Blackcomb Developments Ltd.

Address for service of Developer: 201 Selby Street
Nanaimo, BC, V9R 2R2

Business Address of Developer: 2505 Blackcomb Place
Nanaimo, BC, V9T 6A3
Telephone: (250) 751-4030
Facsimile: (250) 751-2469

Marketing: The Development is being marketed by
ReMax of Nanaimo
#1 - 5140 Metral Drive
Nanaimo, BC
V9T 2K8
Telephone: (250) 751-1223
Facsimile: (250) 751-1300
Attention: Dave Thompson

This Second Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of the original Disclosure Statement for information on the purchaser agreement. That information has been drawn to the attention of _____, who has confirmed that fact by initialling in the space provided here: _____.

This Second Amendment to the above-referenced Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement as amended by this Amendment, or whether the Disclosure Statement as amended contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

Specific Amendments to the Original Disclosure Statement:

1. Article 3.1, last paragraph of the Original Disclosure Statement is amended as follows:

“A copy of the Form V, Schedule of Unit Entitlement for Phases 2 and 3 are attached as Exhibit 4 to this Second Amendment to Disclosure Statement.”

Specific Amendments to the First Amendment to Disclosure Statement:

1. Paragraph 3 of the First Amendment to Disclosure Statement, referring to Article 2.1 is deleted and replaced as follows:

“2.1 General Description of the Development

Phase 1 and Phase 2 of the Development have been registered at the Land Title Office under Strata Plan VIS6922;

and

PID: 026-464-381

Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784, except that part in Plan VIS6922 (Phase 1 & 2).

The Developer is marketing the following with this Second Amendment to Disclosure Statement:

PID: 028-287-860

Strata Lot 10, Section 18, Range 6, Mountain District, Strata Plan VIS6922;

and

PID: 026-464-381

Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784, except that part in Strata Plan VIS6922 (Phase 1 & 2)

(the “Lands”)

2. Paragraph 4 of the First Amendment to Disclosure Statement referring to Article 2.1 – fifth paragraph is deleted and replaced as follows:

“The Development to be constructed on the Lands will consist of 26 family strata lots and Common Property roadway (the “Roadway”) created in 5 phases. The Developer is marketing Phases 1 through 5 with this Second Amendment to Disclosure Statement.”

3. Paragraph 13 of the First Amendment to Disclosure Statement referring to Article 4.1 is deleted and replaced as follows:

“4.1 Legal Description of the Lands

PID: 028-287-860

Strata Lot 10, Section 18, Range 6, Mountain District, Strata Plan VIS6922; and

PID: 026-464-381

Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784, except that part in Strata Plan VIS6922 (Phase 1 & 2)

4. Paragraph 18 of the First Amendment to Disclosure Statement, referring to Article 6.1, paragraph (b) is amended as follows:

“(b) Building Permits

Building Permits have been issued on all of the buildings for the Development, Phases 1 through 5.

5. Paragraph 21 of the First Amendment to Disclosure Statement, referring to Article 7.2, third paragraph should be amended as follows:

“The Developer has no special...(if the Developer has not provided to the purchaser of the completion of the transaction by October 31, 2011...”

6. Paragraph 22 of the First Amendment to Disclosure Statement, referring to Article 7.4, third paragraph, is deleted and replaced as follows:

“...Harmonized Sales Tax (“HST”) at the applicable rates and/or such other taxes as may be applicable from time to time.”

7. Exhibit 8, Current Title Search of the Lands, in the First Amendment to Disclosure Statement be deleted in its entirety and replaced with Exhibit 8 attached hereto.

8. Exhibit 9, Contract of Purchase and Sale, in the First Amendment to Disclosure Statement be deleted in its entirety and replaced with Exhibit 9 attached hereto.

DEEMED RELIANCE

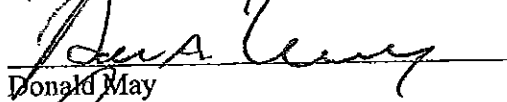
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement including this Amendment to the Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement as amended, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement and this Amendment are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

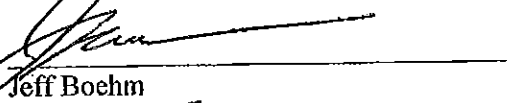
DECLARATION

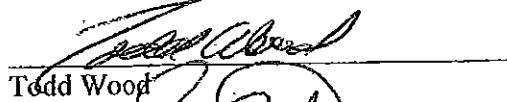
The foregoing statements and the statements contained in the Disclosure Statement as amended by the foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia as of October 20, 2010.

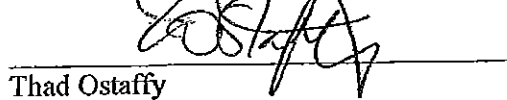
BLACKCOMB DEVELOPMENTS LTD.

By its duly authorized signatory(ies)

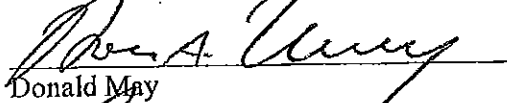

Donald May

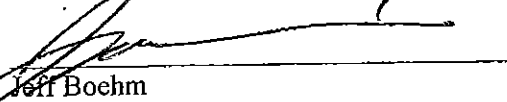

Jeff Boehm


Todd Wood


Thad Ostaffy

SIGNED by all the directors of BLACKCOMB DEVELOPMENTS LTD. in their personal capacity:


Donald May


Jeff Boehm


Todd Wood


Thad Ostaffy


Witness as to all signatures


Witness as to all signatures

SOLICITOR'S CERTIFICATE

DOMINION OF CANADA, PROVINCE OF
BRITISH COLUMBIA

In the Matter of the *Real Estate Marketing Development Act* (British Columbia) and the Second Amendment to Disclosure Statement of **BLACKCOMB DEVELOPMENTS LTD.** dated October 20, 2010 concerning the sale of certain strata lots legally described as:

028-287-860 – Strata Lot 10, Section 18, Range 6, Mountain District, Strata Plan VIS6922;

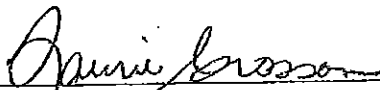
and certain strata lots to be constructed on lands situate in the City of Nanaimo, in the Province of British Columbia and presently legally described as:

026-464-381 - Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784, Except that Part in Strata Plan VIS6922 (Phases 1 & 2).

(The "Lands")

I, **LAURIE A. CROSSAN**, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-described Second Amendment to Disclosure Statement dated October 20, 2010 and have reviewed same with the Developer therein named, and that the facts contained in Article 4 Section 4.1 of the Disclosure Statement as amended in this Second Amendment to Disclosure Statement are correct.

DATED at Nanaimo, British Columbia, this 20th day of October, 2010.



Laurie A. Crossan

EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 4	Form V, Schedule of Unit Entitlement, Phases 2 and 3
Exhibit 8	Current Title Searches of the Lands
Exhibit 9	Contract of Purchase and Sale

EXHIBIT 4

FORM V, SCHEDULE OF UNIT ENTITLEMENT, PHASES 2 AND 3

26 JUL 2010 13:10

F1862767

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan VIS6922 (Phase 2), being a strata plan of

PID 026-464-381 Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784

Complete and file only the applicable form of schedule.

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [*check appropriate box*], as set out in the following table:

- (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, [*name*], a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [*month, day, year*].

Signature

OR

- (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

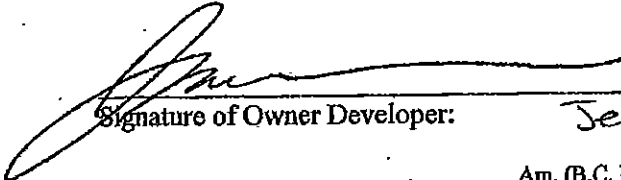
- (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
9	5, 6, and 7	108	1	
10	5, 6, and 7	108	1	
11	5, 6, and 7	108	1	
12	5, 6, and 7	108	1	
Total number of lots: 4			Total unit entitlement: 4	

* expression of percentage is for informational purposes only and has no legal effect
 ** not required for a phase of a phased strata plan

Date: July 22, 2010


 Signature of Owner Developer: Jeff Boehm

Am. (B.C. Reg. 203/2003).

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan VIS6922 (Phase 3), being a strata plan of

PID 026 464 381 Lot 22, Section 18, Range 6, Mountain District, Plan VIP79784

Complete and file only the applicable form of schedule.

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [*check appropriate box*], as set out in the following table:

- (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, [*name*], a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [*month, day, year*].

Signature

OR

- (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

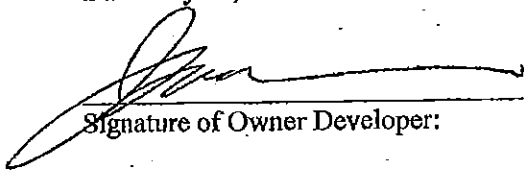
- (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
13	5, 6, and 7	108	1	
14	5, 6, and 7	108	1	
15	5, 6, and 7	108	1	
16	5, 6, and 7	108	1	
Total number of lots: 4			Total unit entitlement: 4	

* expression of percentage is for informational purposes only and has no legal effect
 ** not required for a phase of a phased strata plan

Date: July 22, 2010


 Signature of Owner Developer:

Am. (B.C. Reg. 203/2003).

EXHIBIT 8

CURRENT TITLE SEARCHES OF THE LANDS

Date: 20-Oct-2010
 Requestor: (PC39480)
 Folio:

TITLE SEARCH PRINT
 MONT & WALKER LAW CORPORATION
 TITLE - FB362763

Time: 11:41:42
 Page 001 of 003

VICTORIA LAND TITLE OFFICE TITLE NO: FB362763
 FROM TITLE NO: FB328855

APPLICATION FOR REGISTRATION RECEIVED ON: 26 JULY, 2010
 ENTERED: 04 AUGUST, 2010

REGISTERED OWNER IN FEE SIMPLE:
 BLACKCOMB DEVELOPMENTS LTD., INC.NO. BC0809856
 2505 BLACKCOMB PLACE
 NANAIMO, BC
 V9T 6A3

TAXATION AUTHORITY:
 CITY OF NANAIMO

DESCRIPTION OF LAND:
 PARCEL IDENTIFIER: 028-287-860
 STRATA LOT 10 SECTION 18 RANGE 6 MOUNTAIN DISTRICT STRATA PLAN VIS6922
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

LEGAL NOTATIONS:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE FB210134 EXPIRES 2010/08/21

PHASED STRATA PLAN DECLARATION (FORM P) FILED FB328846
 2010-02-05

HERETO IS ANNEXED EASEMENT FB328860 OVER THE COMMON PROPERTY OF
 STRATA PLAN VIS6922

CHARGES, LIENS AND INTERESTS:
 NATURE OF CHARGE
 CHARGE NUMBER DATE TIME

UNDERSURFACE RIGHTS
 M76301

REGISTERED OWNER OF CHARGE:
 HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
 M76301

REMARKS: INTER ALIA
 AFB 38.87.D32020, SECTION 172(3)

COVENANT
 EX136966 2005-10-27 12:27
 REGISTERED OWNER OF CHARGE:
 CITY OF NANAIMO
 EX136966
 REMARKS: INTER ALIA

MORTGAGE
 CA1242766 2009-08-26 13:55
 REGISTERED OWNER OF CHARGE:
 CANADIAN WESTERN BANK

Date: 20-Oct-2010
 Requestor: (PC39480)
 Folio:

TITLE SEARCH PRINT
 MONT & WALKER LAW CORPORATION
 TITLE - FB362763

Time: 11:41:42
 Page 002 of 003

CA1242766
 REMARKS: INTER ALIA

ASSIGNMENT OF RENTS
 CA1242767 2009-08-26 13:55
 REGISTERED OWNER OF CHARGE:
 CANADIAN WESTERN BANK
 CA1242767
 REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
 FB312198 2009-11-10 13:18
 REGISTERED OWNER OF CHARGE:
 BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
 FB312198
 REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY
 FB312199 2009-11-10 13:18
 REGISTERED OWNER OF CHARGE:
 TELUS COMMUNICATIONS INC.
 FB312199
 REMARKS: INTER ALIA

COVENANT
 FB328838 2010-02-05 10:30
 REGISTERED OWNER OF CHARGE:
 CITY OF NANAIMO
 FB328838
 REMARKS: INTER ALIA

PRIORITY AGREEMENT
 FB328839 2010-02-05 10:30
 REMARKS: INTER ALIA
 GRANTING FB328838 PRIORITY OVER CA1242766 AND
 CA1242767

COVENANT
 FB328840 2010-02-05 10:31
 REGISTERED OWNER OF CHARGE:
 CITY OF NANAIMO
 FB328840
 REMARKS: INTER ALIA

PRIORITY AGREEMENT
 FB328841 2010-02-05 10:31
 REMARKS: INTER ALIA
 GRANTING FB328840 PRIORITY OVER CA1242766 AND
 CA1242767

STATUTORY RIGHT OF WAY
 FB328844 2010-02-05 10:32
 REGISTERED OWNER OF CHARGE:
 CITY OF NANAIMO
 FB328844
 REMARKS: INTER ALIA

Date: 20-Oct-2010
Requestor: (PC39480)
Folio:

TITLE SEARCH PRINT
MONT & WALKER LAW CORPORATION
TITLE - FB362763

Time: 11:41:42
Page 003 of 003

PRIORITY AGREEMENT

FB328845 2010-02-05 10:32

REMARKS: INTER ALIA

GRANTING FB328844 PRIORITY OVER CA1242766 AND
CA1242767

EASEMENT

FB328858 2010-02-05 10:35

REMARKS: APPURTENANT TO STRATA LOTS 1 - 8, STRATA PLAN
VIS6922 AND THE COMMON PROPERTY OF STRATA PLAN
VIS6922

PRIORITY AGREEMENT

FB328859 2010-02-05 10:35

REMARKS: GRANTING FB328858 PRIORITY OVER CA1242766
AND CA1242767

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

Date: 20-Oct-2010
 Requestor: (PC39480)
 Folio:

TITLE SEARCH PRINT
 MONT & WALKER LAW CORPORATION
 TITLE - FB362766.

Time: 11:42:51
 Page 002 of 003

REMARKS: INTER ALIA

ASSIGNMENT OF RENTS

CA1242767 2009-08-26 13:55

REGISTERED OWNER OF CHARGE:

CANADIAN WESTERN BANK

CA1242767

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

FB312198 2009-11-10 13:18

REGISTERED OWNER OF CHARGE:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

FB312198

REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

FB312199 2009-11-10 13:18

REGISTERED OWNER OF CHARGE:

TELUS COMMUNICATIONS INC.

FB312199

REMARKS: INTER ALIA

COVENANT

FB328838 2010-02-05 10:30

REGISTERED OWNER OF CHARGE:

CITY OF NANAIMO

FB328838

REMARKS: INTER ALIA

PRIORITY AGREEMENT

FB328839 2010-02-05 10:30

REMARKS: INTER ALIA

GRANTING FB328838 PRIORITY OVER CA1242766 AND
 CA1242767

COVENANT

FB328840 2010-02-05 10:31

REGISTERED OWNER OF CHARGE:

CITY OF NANAIMO

FB328840

REMARKS: INTER ALIA

PRIORITY AGREEMENT

FB328841 2010-02-05 10:31

REMARKS: INTER ALIA

GRANTING FB328840 PRIORITY OVER CA1242766 AND
 CA1242767

STATUTORY RIGHT OF WAY

FB328844 2010-02-05 10:32

REGISTERED OWNER OF CHARGE:

CITY OF NANAIMO

FB328844

REMARKS: INTER ALIA

Date: 20-Oct-2010 TITLE SEARCH PRINT
Requestor: (PC39480) MONT & WALKER LAW CORPORATION
Folio: TITLE - FB362766

Time: 11:42:51
Page 003 of 003

PRIORITY AGREEMENT

FB328845 2010-02-05 10:32

REMARKS: INTER ALIA

GRANTING FB328844 PRIORITY OVER CA1242766 AND
CA1242767

EASEMENT

FB328858 2010-02-05 10:35

REMARKS: APPURTENANT TO STRATA LOTS 1 - 8, STRATA PLAN
VIS6922 AND THE COMMON PROPERTY OF STRATA PLAN
VIS6922

PRIORITY AGREEMENT

FB328859 2010-02-05 10:35

REMARKS: GRANTING FB328858 PRIORITY OVER CA1242766
AND CA1242767

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

EXHIBIT 9

CONTRACT OF PURCHASE AND SALE

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents **AT LEAST TWO DAYS** before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged **NOT** to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
 - attending to execution documents.
 Costs of clearing title, including:
 - discharge fees charged by encumbrance holders,
 - prepayment penalties.
 Real Estate Commission.
 Harmonized Sales Tax.

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
 - searching title,
 - investigating title,
 - drafting documents.
 Land Title Registration fees.
 Survey Certificate (if required).
 Costs of Mortgage, including:
 - mortgage company's Lawyer/Notary.

- appraisal (if applicable)
 - Land Title Registration fees.
 Fire Insurance Premium.
 Sales Tax (if applicable).
 Property Transfer Tax.
 Harmonized Sales Tax.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

- a house or other building under construction	- a lease	- a business	- an assignment
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 - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.



CONTRACT OF PURCHASE AND SALE

PREPARED BY: _____ DATE: _____
 ADDRESS: _____ PC: _____ PHONE: _____
 PER: _____ MLS® NO: _____

SELLER: <u>Blackcomb Developments LTD</u> SELLER: _____ ADDRESS: <u>2505 Blackcomb Place</u> <u>Nanaimo BC</u> _____ PC: <u>V9T- 6A3</u> PHONE: _____ RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/> as defined under the <i>Income Tax Act</i> .	BUYER: _____ BUYER: _____ ADDRESS: _____ _____ PC: _____ PHONE: _____ OCCUPATION: _____
--	--

PROPERTY:

UNIT NO.	ADDRESS OF PROPERTY		
<u>Nanaimo BC</u>			
CITY/TOWN/MUNICIPALITY	POSTAL CODE	PID	
LEGAL DESCRIPTION			

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____
 _____ DOLLARS \$ _____ (Purchase Price)
2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid on the following terms:

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:
See attached Schedule "A"

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on See attached Schedule "A", yr. _____
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ m. on
See attached Schedule "A", yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of See attached Schedule "A", yr. _____ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: n/a

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____

9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

INITIALS

PROPERTY ADDRESS

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS

PROPERTY ADDRESS

20. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Working With a REALTOR® and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with

_____ and _____
BROKERAGE LICENSEE

B. the Buyer has an Agency relationship with

_____ and _____
BROKERAGE LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

_____ and _____
BROKERAGE LICENSEE

LICENSEE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be open for acceptance until _____ o'clock _____ m. on _____, yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X _____
WITNESS BUYER

SEAL _____
PRINT NAME

X _____
WITNESS BUYER

SEAL _____
PRINT NAME

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated _____, yr. _____

X _____
WITNESS SELLER

SEAL Blackcomb Developments LTD
PRINT NAME

X _____
WITNESS SELLER

SEAL _____
PRINT NAME



VIREB

VANCOUVER ISLAND REAL ESTATE BOARD

AN ASSOCIATION OF REALTORS



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

PAGE ___ of ___ PAGES

MLS® NO.:

DATE:

Nanaimo BC

RE: ADDRESS:

LEGAL DESCRIPTION:

PID:

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

Blackcomb Developments LTD

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

X
WITNESS

BUYER



PRINT NAME

X
WITNESS

BUYER



PRINT NAME

X
WITNESS

SELLER



Blackcomb Developments LTD
PRINT NAME

X
WITNESS

SELLER



PRINT NAME

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).



YOUR RELATIONSHIP WITH A REALTOR®

Buying, selling or leasing real estate is probably the most important and potentially rewarding financial transaction you'll make in your life. So it is a good idea to take a moment and consider the kind of relationship you might be entering into with a REALTOR®. The more you know, the more satisfied you will be with the results.

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate.

THE AGENCY RELATIONSHIP

REALTORS® work within a legal relationship called agency. The agency relationship exists between you, the principal, and your Brokerage, the company under which the individual who is representing you, is licensed. The essence of the agency relationship is that the Brokerage has the authority to represent the principal in dealings with others.

Brokerages and their Licensees are legally obligated to protect and promote the interests of their principals as they would their own. Specifically, the Brokerage has the following duties:

- 1) **Undivided loyalty.** The Brokerage must protect the principal's negotiating position at all times, and disclose all known facts which may affect or influence the principal's decision.
- 2) **To obey all lawful instructions of the principal.**
- 3) **An obligation to keep the confidences of the principal.**
- 4) **To exercise reasonable care and skill in performing all assigned duties.**
- 5) **To account for all money and property placed in an Brokerage's hands while acting for the principal.**

You can expect competent service from your Brokerage, knowing that the company is bound by ethics and the law to be honest and thorough in representing a property listed for sale or lease. Both buyer/tenant and seller/landlord can be represented by their own Brokerages in a single transaction.

DUAL AGENCY

Dual agency occurs when a Brokerage is representing both the buyer/tenant and the seller/landlord in the same transaction. Since the Brokerage has promised a duty of confidentiality, loyalty and full disclosure to both parties simultaneously, it is necessary to limit these duties in this situation, if both parties consent.

If you find yourself involved in a dual agency relationship, before making or receiving an offer, both you and the other party will be asked to consent, in writing, to this new limited agency relationship.

This relationship involves the following limitations:

- a) The Brokerage will deal with the buyer/tenant and the seller/landlord impartially;
- b) The Brokerage will have a duty of disclosure to both the buyer/tenant and the seller/landlord except that:
 - i) the Brokerage will not disclose that the buyer/tenant is willing to pay a price or agree to terms other than those contained in the offer, or that the seller/landlord is willing to accept a price or terms other than those contained in the listing;
 - ii) the Brokerage will not disclose the motivation of the buyer/tenant to buy or lease or the seller/landlord to sell or lease unless authorized by the buyer/tenant or the seller/landlord;
 - iii) the Brokerage will not disclose personal information, not otherwise necessarily disclosed in the transaction documentation, about the buyer/tenant or seller/landlord to the other party unless authorized in writing.
- c) The Brokerage will disclose to the buyer/tenant defects about the physical condition of the property known to the Brokerage.

WHEN THERE IS NO AGENCY RELATIONSHIP

You may also choose to use the services of a REALTOR® without having any kind of agency relationship. This might occur, for example, when you are being shown a property by the seller/landlord's agent.

The REALTOR® you choose to work with in this manner has a legal and ethical duty to provide you with accurate, honest answers to your questions and may provide all these services:

- Explain real estate terms and practices
- Provide and explain forms used
- Assist you in screening and viewing properties
- Inform you of lenders and their policies
- Identify and estimate costs involved in a transaction
- Assist you in establishing your range of affordability
- Prepare offers or counter-offers at your direction
- Present all offers promptly

A REALTOR® who is not your agent cannot:

- Recommend or suggest a price
- Inform you of his/her principal's top/bottom line
- Disclose any confidential information about his/her principal unless otherwise authorized

You should not provide a REALTOR® who is not your agent with any information that you would not provide directly to his or her principal.

YOUR RESPONSIBILITIES AS A BUYER/TENANT OR A SELLER/LANDLORD

As a buyer/tenant or a seller/landlord, you should:

- Carefully read all documents and understand what you are signing.
- If you need special or expert advice, seek other professionals such as lawyers, notaries, accountants, home inspectors, contractors, engineers and surveyors.

AGENCY ACKNOWLEDGEMENT

Agency acknowledgement clauses such as the following will be used in the Contract of Purchase and Sale or the Offer to Lease:

The seller/landlord has an agency relationship with _____ (Brokerage) and

_____ (Licensee)

The buyer/tenant has an agency relationship with _____ (Brokerage) and

_____ (Licensee)

The buyer/tenant and the seller/landlord have consented to a limited dual agency relationship with

_____ (Brokerage)

_____ (Licensee)

and _____ (Licensee)

having signed a Limited Dual Agency Agreement dated

_____, yr. _____

Members of the public are aware that in most cases properties offered for sale or lease by members of the real estate profession have a commission or fee that the seller/landlord has agreed to pay to the Listing Brokerage.

The Listing Brokerage traditionally shares this commission/fee with the Cooperating Brokerage. Commission and fee may vary.

WORKING WITH A REALTOR®

PRIVACY

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate. We respect your privacy and want to ensure you understand how and why your information is collected, used and disclosed in a real estate transaction.

How is my personal information collected? Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

To whom may my personal information be disclosed? Your information may be disclosed to (or may be accessible by) the Boards and their staff and members, other real estate boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information unless it is otherwise available through public registries (e.g., BC Assessment, Land Title Offices).

PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION

Why is my personal information collected, used and disclosed? Your information may be collected, used and disclosed for some or all of the following purposes:

- a) To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- b) To list your property with the Multiple Listing Service® in order to market your property.
- c) To market your property for sale or lease through any other media (both print and electronic).
- d) To help you locate a suitable property to purchase or lease.
- e) To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- f) To allow the Boards and other real estate boards and their members (including REALTORS® and appraisers) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the Multiple Listing Service® for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
- g) To enforce codes of professional conduct and ethics for members of real estate boards (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

Will my personal information be collected, used and disclosed for any other purposes? Your information may also be collected, used and disclosed for the following additional purposes:

- a) Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.
- b) Your REALTOR® may communicate with you to provide information about other products or services which may interest you.
- c) Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- d) The Boards, other real estate boards and their members, and survey firms on their behalf, may communicate with you to determine if you wish to participate in customer satisfaction

surveys and other surveys.

These additional purposes are optional. If you do not want your personal information disclosed or used for these purposes, please contact the Board's privacy officer. Contact information for all real estate boards within BC can be found at the British Columbia Real Estate Association (BCREA) website: www.bcrea.bc.ca or telephone 604.683.7702.

DEFINITIONS

The Brokerage is the real estate company under which the individual is licensed.

The Licensee is the managing broker, associate broker and/or representative of a Brokerage.

REALTOR® is often used interchangeably with licensee, real estate agent or representative and, in BC, is licensed under the *Real Estate Services Act*. A licensee can use the term REALTOR® if he/she belongs to a local real estate board or association that enforces a strict Code of Ethics.

The Boards are the real estate boards and associations in whose jurisdiction the property is located and/or of which the Brokerage or the REALTOR® is a member. They are boards and associations which assist REALTORS® to market, sell or lease real estate. The Boards also provide ongoing training for their members, enforce ethical standards and help resolve disputes between members and the public.

The Multiple Listing Service® is a computerized database of real estate listings and sales. It is operated by the Boards in conjunction with other real estate boards and The Canadian Real Estate Association. Personal information means any personal information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

The buyer/tenant is often referred to as the purchaser.

The seller/landlord is often referred to as the vendor.

The principal is someone who has engaged a Brokerage to act for and on his or her behalf either to buy, sell or lease real estate.

The landlord is often referred to as the lessor.

The tenant is often referred to as the lessee.

This brochure has been designed to explain various types of agency relationships, the collection, use and disclosure of personal information, and to help you understand what it all means. If you are still unclear about these concepts, feel free to seek legal counsel.

I acknowledge having received and read the brochure *Working With a REALTOR®*. I understand the various types of relationships that may occur between myself and a REALTOR®.

I consent to the Boards, other real estate boards, the Brokerage and the Licensee collecting, using and disclosing personal information for the purposes (and to the recipients) described in the brochure.

I further understand that I will be signing additional documentation acknowledging the type of agency that I receive and consenting to the collection, use and disclosure of personal information.

INDIVIDUAL OR COMPANY NAME (PRINT) _____

AUTHORIZED SIGNATURE _____

AUTHORIZED SIGNATURE _____

(COMPANY ONLY) AUTHORIZED SIGNATORY (PRINT) _____

DATED _____, yr. _____

ACKNOWLEDGED BY: _____

BROKERAGE (PRINT) _____

PER: LICENSEE'S SIGNATURE _____

LICENSEE (PRINT) _____

SCHEDULE A
ADDITIONAL TERMS AND CONDITIONS

1. Purchase Price The Purchase Price does not include Harmonized Sales Tax and, if applicable, the Buyer shall be responsible for the payment of any Harmonized Sales Tax, or any other applicable taxes.

2. Deposit

The Seller will require a deposit of up to 10% of the purchase price which will form part of the purchase price, will be paid within forty-eight (48) hours of acceptance of this Offer by the Seller.

3. Completion Date The completion of the purchase and sale of the Property will occur on that date (the "Completion Date") which is not earlier than ten (10) calendar days nor later than thirty (30) calendar days following the date of written notice from the Seller to the Buyer that the Property has completed construction, is ready for occupancy and that the title to the Property has been issued by the Victoria Land Title Office.

PROVIDED HOWEVER, that the Buyer may elect to cancel this Contract if the date of the aforesaid written notice is later than October 31, 2011 (the "Outside Completion Date").

PROVIDED THAT if the Seller is delayed from completing construction of the Property and/or the registration of the plan of subdivision of the Development as a result of any event or circumstance whatsoever beyond the reasonable control of the Seller, then the Seller and the Buyer covenant and agree that the Outside Completion Date shall be extended by the number of days equivalent to the number of days of any such delay or delays.

4. Possession and Adjustments The Buyer will have vacant possession of the Property on the day following the Completion Date after payment of the Purchase Price, free from all encumbrances except those contemplated in the Disclosure Statement for the Development (the "Disclosure Statement") as amended from time to time, encumbrances pursuant to the original Crown Grant or any applicable statutory provision and financial encumbrances (including claims of builders lien) to be discharged as set out in section 5 below. The Buyer will assume all taxes, rates, assessments and other charges from and including the Completion Date and all adjustments will be made as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Property, the portion thereof which shall be allocated to the Property will be determined by prorating the total amount among all strata lots in that part of the Development for which the same have been levied on the basis of an equal division in each case.

5. Construction The Buyer acknowledges that the Buyer is buying a strata lot to be constructed substantially in accordance with the Disclosure Statement and the plans and

specifications prepared by the Developer and submitted to the City of Nanaimo for the application for the building permit for the construction of the Development subject to such modifications as may be determined by the Developer from time to time, changes required by the City of Nanaimo or otherwise provided that the Seller may make minor modifications in features, design or layout as in the opinion of the Seller are necessary, desirable or reasonable and may use materials other than as prescribed in the plans and specifications if they are reasonably similar to that which is prescribed. The Seller may also make minor changes to the plans and specifications for the Common Property of the Development including, without limitation, changes to exterior finishes, building colour and materials, as in the opinion of the Seller are reasonable, necessary or desirable provided they are of a quality that is reasonably comparable. The Seller represents and warrants that the Property will be no more than 3% smaller, than indicated in the Disclosure Statement when measured in accordance with the *Strata Property Act* (British Columbia). If the Property is more than 3% smaller, then the Purchase Price will be reduced by percentage equal to the number of percent by which the Property is more than 3% smaller. If requested by the Buyer, the Buyer will be entitled to inspect the Property with a representative of the Seller at a reasonable time prior to the Completion Date determined by the Seller. At such time the parties will prepare and sign a conclusive list of any defects and the date following the Completion Date upon which corrections are to occur. The Seller will promptly repair any such defects and deficiencies by the stated date for completion thereof in such list and the Buyer will not be entitled to hold back any portion of the Purchase Price in respect of such defects or deficiencies. In the event of any dispute, a decision by the Architect will be final and binding on the parties. In all other respects the Buyer will be deemed to have accepted the physical condition of the Property.

6. Lien Holdback That portion, if any, of the Purchase Price required by law to be held back by the Buyer in respect of potential builders' lien claims (the "Lien Holdback") will be paid to the Seller's solicitor on the Completion Date. The Lien Holdback will be held by the Seller's solicitors in trust pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia), with interest for the benefit of the Seller, solely in respect of builder's lien claims registered in the Land Title Office in connection with work done at the behest of the Seller. The Seller's solicitors are authorized to pay to the Seller on the 56th day after the Completion Date the Lien Holdback plus interest earned thereon less the amount representing builder's lien claims filed against the Property of which the Buyer or the Buyer's solicitor or notary public notify the Seller's solicitors in writing by 1:00 p.m. that day. The Buyer hereby authorizes the Seller and the Seller's solicitor to do all things necessary to discharge any builders liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.
7. Completion/Risk/Time The Buyer's solicitor or notary public will prepare and deliver the required Transfer and Statement of Adjustments, to the Seller's solicitor at least five (5) days prior to the Completion Date. The Seller will not be required to execute or deliver any other agreements, transfer of documents, certificates, statutory declarations or assurances whatsoever. Following the delivery of such documents to the Seller, the Seller will execute and deliver to the Buyer's solicitor the Transfer and Statement of Adjustments

on condition that the Buyer's solicitor or notary public pay to the Seller's solicitors the balance of the adjusted Purchase Price on the Completion Date by way of trust cheque forthwith upon receipt of a satisfactory post-registration index search in accordance with this Contract or to return such documents unregistered. The Buyer acknowledges and agrees that the transfer of this title may be subject to the Seller's financing for the Development provided that the Seller's solicitor or notary public undertakes to clear title to the Property of encumbrances relating to such financing within a reasonable time after receiving the balance of the adjusted Purchase Price payable to the Seller on closing. The Property will be at the Seller's risk until 12:01 a.m. on the Completion Date and thereafter at the Buyer's risk. Time will be of the essence of this Contract and will remain of the essence notwithstanding the extension of any of the dates herein.

8. Costs/GST The Buyer will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property, including without limitation Property Transfer Tax and any applicable provincial sales tax and federal goods and services tax, other than the costs of the Seller incurred in clearing title to the Property of financial encumbrances.
9. Common Areas The Buyer acknowledges that the Development will include service facilities and equipment required in connection therewith and other such facilities and equipment (the "Service Facilities"). The Service Facilities will be located within the Development as required by the City of Nanaimo or recommended by the Seller's consultants. The Buyer acknowledges that the current plans for the Development may not indicate the location of all the Service Facilities and that the Seller reserves the right to relocate, add or delete all or a portion of the Service Facilities as deemed necessary by the Seller, without compensation to the Buyer.
10. Assignment The Buyer may not directly or indirectly assign the Buyer's interest in this Contract or direct the Seller to transfer title to the Property to any third party without the written consent of the Seller acting reasonably, and unless the Buyer gives the Seller and the Seller's solicitors not less than 10 days' written notice of such assignment. Such assignment will not release or discharge the Buyer from any of the Buyer's duties or obligations under this Contract. In the event of any assignment of this Contract, the Buyer will pay to the Seller an assignment fee of \$500.00 prior to closing unless such assignment is to a spouse, child, grandchild, parent, grandparent or sibling of the Buyer or a company owned or controlled by the Buyer on closing.

11. Buyer's Conditions The obligation of the Buyer to complete the purchase of the Property is subject to the following condition(s) being satisfied or waived on or before the following date(s):
-

The above condition(s) is/are for the sole benefit of the Buyer and may be waived unilaterally by the Buyer at any time on or before such date(s). If the Buyer does not give the Seller or the Seller's agent written notice of the satisfaction or waiver of any of such conditions on or before such date(s), this Contract will be automatically terminated and the Deposits will be returned to the Buyer.

12. Receipt of Disclosure Statement and Rental Disclosure Statement The Buyer acknowledges that the Buyer has received a copy of and has been given an opportunity to read the Disclosure Statement and the Rental Disclosure Statement and any amendments to date and that this Contract constitutes a receipt in respect thereof. The Buyer has also had the opportunity to ask questions of, and receive answers from the Seller concerning the Development, and to obtain such additional information necessary to verify the accuracy of the information contained in the Disclosure Statement and in the Rental Disclosure Statement in order for the Buyer to evaluate the merits and risks of the purchase of the Property and, except for this Contract, the Disclosure Statement, the Rental Disclosure Statement, the other documents, if any, delivered or otherwise furnished to the Buyer in connection with the offering and sale of the Property were documents which, individually or collectively, constitute an offering memorandum, prospectus, disclosure statement or similar document.
13. Notices Any notice to be given to the Buyer will be well and sufficiently given if deposited in any postal receptacle in Canada addressed to the Buyer and sent by airmail, postage prepaid or delivery by hand or transmitted by facsimile to the Buyer at the address set out above or to the Buyer's solicitors at their office and shall be deemed to have been received: if delivered or transmitted, when delivered or transmitted; and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.

REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT (the "Act")

Development Approval - Section 5 of the Act states that a developer must not market a strata lot (hereinafter sometimes called a "development unit" or a "Development Unit") unless, in relation to the development unit, a strata plan has been deposited in a Land Title Office, or the appropriate government authority has issued a building permit in relation to the development unit.

The Developer represents and warrants that the City of Nanaimo has issued Building Permits to it pertaining to all of the buildings being marketed pursuant to the Disclosure Statement as twice amended, Phases 1 through 5 as follows:

Phase 1

Duplex – Civic Address, 2169 Ridgemont – Building Permit No. 113075 issued August 27, 2009;
Fourplex – Civic Address, 2161 Ridgemont – Building Permit No. 113485 issued August 27, 2009;
Duplex – Civic Address, 2165 Ridgemont – Building Permit No. 113483 issued August 27, 2009

Phase 2

Duplex – Civic Address, 2160 Ridgemont – Building Permit No. 114685 issued January 26, 2010;
Duplex – Civic Address, 2164 Ridgemont – Building Permit No. 114684 issued January 26, 2010;

Phase 3

Fourplex – Civic Address, 2157 Ridgemont – Building Permit No. 114789 issued January 28, 2010

Phase 4

Fourplex – Civic Address 2153 Ridgemont – Building Permit No. 115358 issued September 2, 2010;

Phase 5

Duplex – Civic Address – 2145 Ridgemont – Building Permit No. 115382 issued October 13, 2010;
Fourplex – Civic Address – 2149 Ridgemont – Building Permit No. 115381 issued October 13, 2010.

Development Permit - The Building Permits set out above have been issued by the City of Nanaimo to the Developer approving the development of the Lands in accordance with the terms and conditions of the Development Permit.

Construction Costs and Financing Commitment - Section 12 of the Act states that a developer must not market a development unit unless the developer has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the development unit.

The Developer has met the pre-sale requirements from the Canadian Western Bank to obtain unconditional financing commitment from the Canadian Western Bank which will provide the funds required for construction of the Development.

To collaterally secure the financing commitment, the Developer has agreed to grant Canadian Western Bank a mortgage and assignment of rents charging the title of the Lands which are the subject of the Second Amendment to the Disclosure Statement dated October 20, 2010.

The Developer has determined that, with the assistance of the financing from Canadian Western Bank, the Developer has sufficient funds to construct the entire Development including the provision of all municipal services and private utilities available for each of the 26 development units in the Development.

**Thompson Godfrey Group
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Ph: 250-751-1223
Fax: 250-751-3577**

Blackcomb Ridge Disclosure Receipt

The Buyer acknowledges having received and having an opportunity to read the Developer's Disclosure Statement prior to making an offer.

Buyer _____

Buyer _____

Dated this _____ day of _____ 20__.