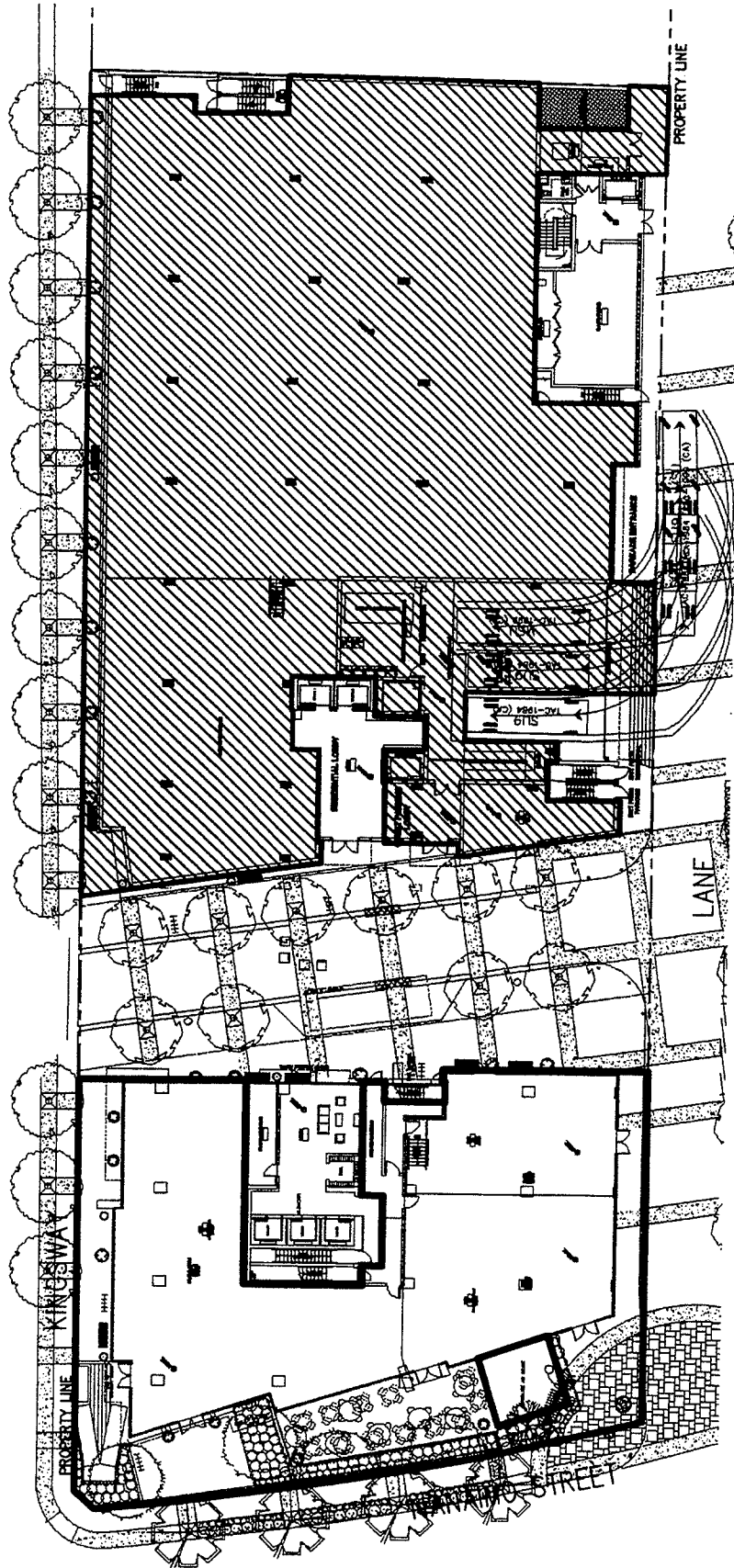


**AIR SPACE BOUNDARIES OF 2330 KINGSWAY
2330-2372 KINGSWAY, VANCOUVER
SITE PLAN GROUND FLOOR**

LEGEND

□ DENOTES AIR SPACE PARCEL 1 (BUILDING 1)

▨ DENOTES AIR SPACE PARCEL 2 (BUILDING 2)



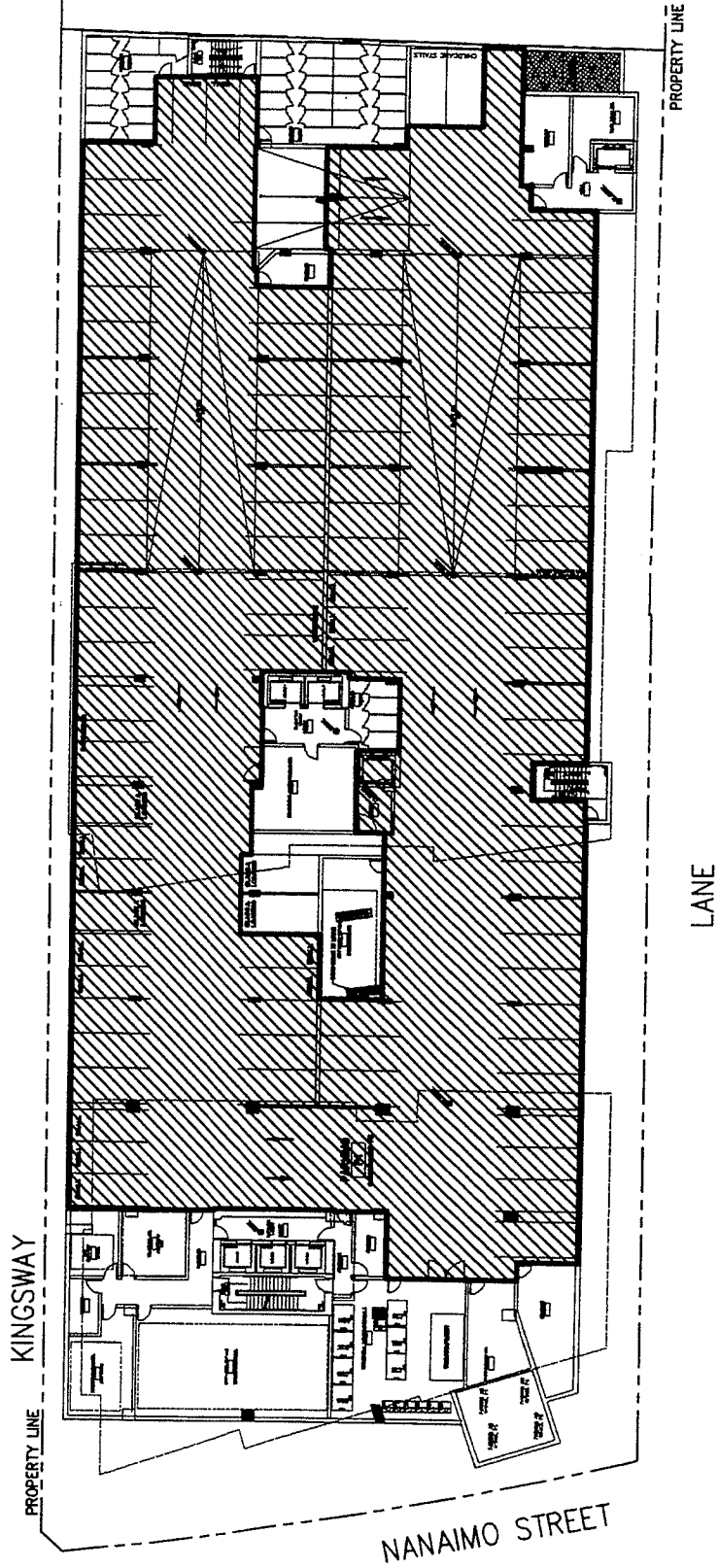
McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
DATE: 14 APRIL 2010
SHEET 2 OF 5

**AIR SPACE BOUNDARIES OF 2330 KINGSWAY
2330-2372 KINGSWAY, VANCOUVER
LEVEL P1**

LEGEND



DENOTES AIR SPACE PARCEL 2 (BUILDING 2)



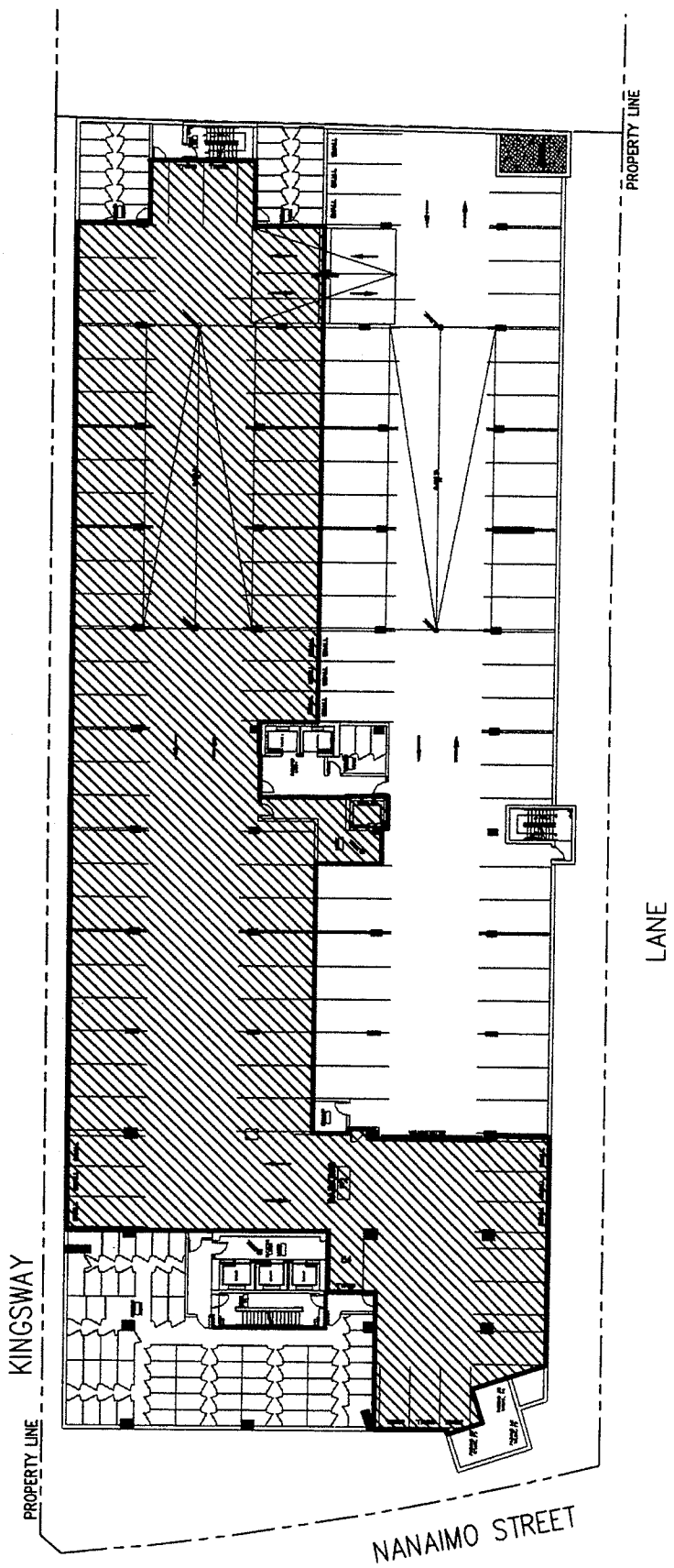
McELHANNAY ASSOCIATES
LAND SURVEYING LTD.
DATE: 14 APRIL 2010
SHEET 3 OF 5

**AIR SPACE BOUNDARIES OF 2330 KINGSWAY
2330-2372 KINGSWAY, VANCOUVER
LEVEL P2**

LEGEND



DENOTES AIR SPACE PARCEL 2 (BUILDING 2)



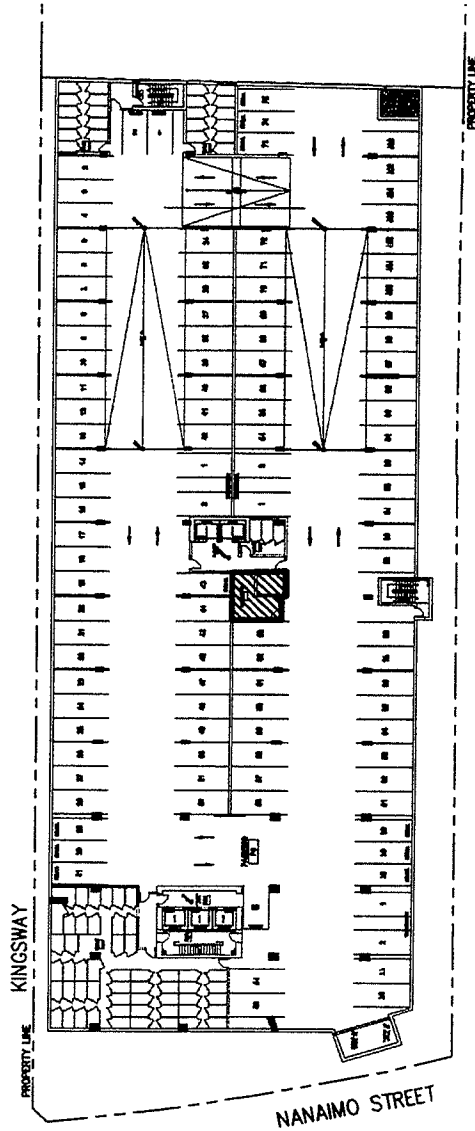
McELHANEY ASSOCIATES
LAND SURVEYING LTD.
DATE: 14 APRIL 2010
SHEET 4 OF 5

**AIR SPACE BOUNDARIES OF 2330 KINGSWAY
2330-2372 KINGSWAY, VANCOUVER**

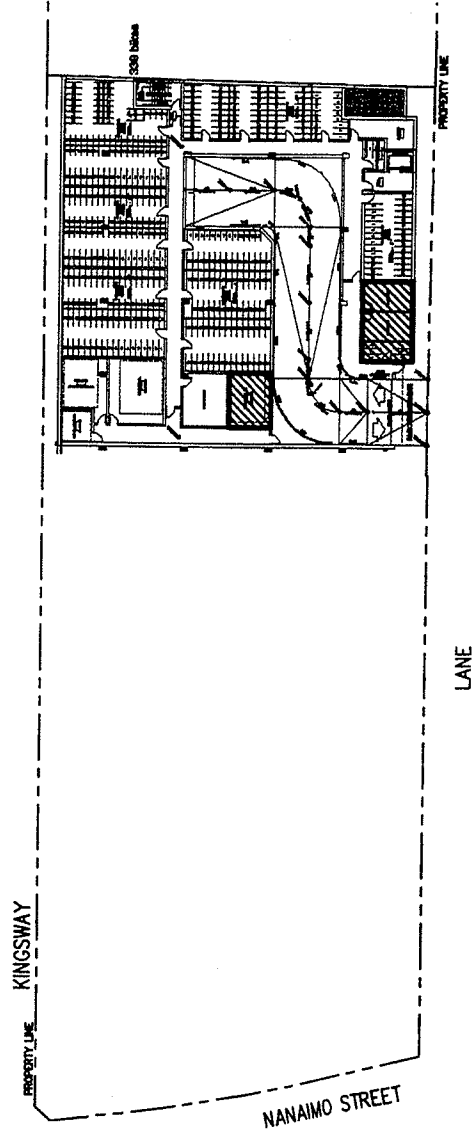
LEGEND



DENOTES AIR SPACE PARCEL 2 (BUILDING 2)



LEVEL P3



BUILDING 2 UPPER P1 PLAN

McELHANEY ASSOCIATES
LAND SURVEYING LTD.
DATE: 14 APRIL 2010
SHEET 5 OF 5

EXHIBIT "L"

AIR SPACE PARCEL 1 AND AIR SPACE PARCEL 2 USES

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (___) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to:
 - (i) Multiple Dwelling, and
 - (ii) Dwelling Unit in conjunction with any use listed in this section 2.2;
- (b) Residential Unit associated with and forming an integral part of an Artist Studio;
- (c) Cultural and Recreational Uses, limited to Artist Studio, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, Rink, Swimming Pool, and Theatre;
- (d) Institutional Uses, limited to Child Day Care Facility, Church, Public Authority Use, School - Elementary or Secondary, School - University or College, Social Service Centre, and Special Needs Residential Facility;
- (e) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (f) Office Uses;
- (g) Retail Uses limited to Furniture or Appliance Store, Grocery or Drug Store, Neighbourhood Grocery Store, Liquor Store, Retail Store, Small-scale Pharmacy, and Secondhand Store;
- (h) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Bed and Breakfast Accommodation, Cabaret, Catering Establishment, Hotel, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, School - University or College, Sign Painting Shop, and Wedding Chapel;
- (i) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station;
- (j) Wholesale Uses, limited to Wholesaling - Class A and Wholesaling - Class B;
- (k) Interim Parking Use if the Director of Planning, in consultation with the General Manager of Engineering Services, approves a parking management plan; and
- (l) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2.

Conditions of use

3. Despite section 2.2, a Bowling Alley, Fitness Centre, Hall, Rink, Swimming Pool, Club, Dwelling Use, School - Elementary or Secondary, School - University or College, Special Needs Residential Facility, General Office except for an insurance agency, travel agency or real estate office, Auction Hall, Bed and Breakfast Accommodation, Cabaret, School - Arts or Self-Improvement, School - Business, or School - Vocational or Trade ~~except~~ for entrances to such uses, www.BCCondosandHomes.com way or Nanaimo Street.

EXHIBIT "M"

AGREEMENT OF PURCHASE AND SALE

2300 KINGSWAY

AGREEMENT OF PURCHASE AND SALE

BUILDING # _____
UNIT _____
STRATA LOT _____

VENDOR: **2300 KINGSWAY RESIDENCES LIMITED PARTNERSHIP**, c/o McLachlan Brown
Anderson, 10th Floor, 938 Howe Street, Vancouver, British Columbia V6Z 1N9

PURCHASER: _____
FULL NAME: _____ FULL NAME: _____
ADDRESS: _____ ADDRESS: _____
Tel: (h) _____ (w) _____ Tel: (h) _____ (w) _____
Fax: (h) _____ (w) _____ Fax: (h) _____ (w) _____

(Such one or more parties being hereinafter referred to as the "Purchaser")

The Strata Lot is the strata lot identified above and is situated in a development (the "Development") known as "2300 Kingsway", in the City of Vancouver, British Columbia, as more particularly described in the Disclosure Statement.

THE PURCHASE PRICE The Purchase Price for the Strata Lot is \$ _____ payable as follows:

- (a) **First Deposit:** A deposit of 10% of the Purchase Price payable by cheque or bank draft upon execution of this Agreement by the Purchaser. \$ _____
- (b) **Second Deposit:** A deposit to be equal to 10% of the Purchase Price to be paid on the earlier of that date which is seven days after receipt of the Amendment to the Disclosure Statement referred to in paragraph 21 herein and the 31st day of December, 2010. \$ _____
- (c) **Third Deposit:** A deposit to be equal to 5% of the Purchase Price to be paid on a date which is 180 days after the date the Second Deposit is due pursuant to subsection (b) above. \$ _____

(Such deposits being hereinafter collectively referred to as the "Deposit".)

The balance of the purchase price, subject to closing adjustments, shall be paid by certified cheque or bank draft on the Completion Date. \$ _____

V initial - P

DISCLOSURE STATEMENT - The Purchaser acknowledges that the Purchaser has received a copy and has been given an opportunity to read the Consolidated Disclosure Statement dated April 28, 2010 in respect of the Strata Lot (the "Disclosure Statement") and that this Agreement constitutes a receipt in respect thereof. The Purchaser also acknowledges receiving and being afforded the opportunity to read Part VII of the *Strata Property Act* covering the current bylaws and amendments thereto contained in the Disclosure Statement. initial - P

APPLIANCES - The Strata Lot shall include the following appliances: refrigerator, stove, dishwasher, garburator, microwave, hood fan, washer and dryer. The Purchase Price does not include decorator items as shown in the display area.

PARKING - The Purchase Price will include the right to the exclusive use of _____ parking stall(s) to be allocated as contemplated in paragraph 3.6 of the Disclosure Statement and one remote control garage door opener. initial - P
 initial - V

COMPLETION DATE - The Completion Date for the purchase and sale of the Strata Lot will be as set out in paragraph 2 of Exhibit 1.

VENDOR'S CONDITION - The Vendor may, at its sole option, terminate this Agreement of Purchase and Sale and refund the Deposit received from the Purchaser if the Vendor has not entered into binding agreements of purchase and sale with respect to at least 65% of the Strata Lots (218 out of a total of 335 Strata Lots) on or before the 31st day of December, 2010. The Vendor reserves the right to remove this condition if less than the specified number of Strata Lots have been sold prior to the time specified. The Vendor shall give notice to the Purchaser or the Purchaser's solicitors or the Purchaser's real estate agent on or before such date advising whether or not it has removed the subject condition. This condition is for the sole benefit of the Vendor and may be waived by the Vendor unilaterally.

The Purchaser hereby offers and, if this offer is accepted by the Vendor, agrees to purchase from the Vendor certain rights to the Strata Lot on the terms set out above and on Exhibit 1 hereto which forms part of this agreement.

Upon acceptance of this offer by the Vendor, this Agreement of Purchase and Sale including Exhibit 1 attached hereto shall become a binding contract for the purchase and sale of the Strata Lot in accordance with the terms hereof. The Vendor and/or Purchaser may make this offer or accept it by executing in counterpart a facsimile copy of this offer and delivering it by facsimile or by any other means to the other party.

Dated this _____ day of _____, 2010.

Witness

Purchaser's Signature

Witness

Purchaser's Signature

The Vendor hereby accepts the Purchaser's offer herein on the terms set out above and in Exhibit 1 attached hereto.

Dated this _____ day of _____, 2010.

2300 KINGSWAY RESIDENCES LIMITED PARTNERSHIP
by its General Partner, **KINGSWAY RESIDENCES HOLDINGS LTD.**

Per:

Authorized Signatory

initial - P

EXHIBIT 1

1. DEPOSIT - The Deposit shall be paid by certified cheque or bank draft by the Purchaser, and shall be held in trust as a stakeholder by the Vendor's solicitors, McLachlan Brown Anderson. The Deposit shall be repaid to the Purchaser or the Purchaser's solicitor, as liquidated damages and as the Purchaser's sole remedy if the sale and purchase contemplated by this Agreement is not completed by reason of the Vendor's default hereunder. The Deposit is to be retained by the Vendor without prejudice to the Vendor's other remedies if the sale and purchase contemplated by this Agreement is not completed by reason of the Purchaser's default hereunder. The Vendor's solicitors, McLachlan Brown Anderson, shall be entitled to hold the Deposit in an interest bearing account and any interest on the Deposit monies paid hereunder shall be for the sole account of the Vendor in any circumstance. Notwithstanding the foregoing, the Vendor may wait to forward the First Deposit to the Vendor's Solicitor until the seven (7) day rescission period pursuant to the *Real Estate Development Marketing Act* (British Columbia) has past and the Purchaser has not rescinded this Agreement by such time. The Purchaser shall, in lieu of not receiving any interest on the Deposit, be entitled to receive a credit on the statement of adjustments on the Completion Date as follows:
- (a) If the purchase price is \$250,000.00 or less, then the Purchasers will receive a \$3,000.00 credit;
 - (b) If the purchase price is greater than \$250,000.00 and up to \$350,000.00, the Purchasers will receive a credit of \$4,000.00;
 - (c) If the purchase price is greater than \$350,000.00, the Purchasers will receive a credit of \$5,000.00.

The Purchaser shall pay GST/HST and PTT on the full Purchase Price without deduction of the credit.

2. U.S. DOLLAR DEPOSITS. Deposit payments made in U.S. funds will be held in a U.S. dollar trust account until payment clears at which time they will be converted to Canadian dollars and transferred into a Canadian dollar trust account. Neither the Vendor nor its solicitors are responsible for changes in currency exchange rates. The Purchaser acknowledges that U.S. dollar trust accounts are not insured by the Canadian Deposit Insurance Corporation.
3. COMPLETION DATE -
- (a) The Completion Date will be a date established by the Vendor and set out in a written notice to the Purchaser or his solicitor (the date so established herein called the "Completion Date") which shall be a minimum of 14 days after the date on which the Vendor has delivered the aforesaid notice to the Purchaser or his solicitor. The Completion Date shall be after the date that the City of Vancouver has given permission to occupy the Strata Lot and title to the Strata Lot has been issued by the appropriate Land Title Office. The Vendor presently anticipates that such permission and issuance of titles will be given between on or about the 1st day of November, 2012 and the 31st day of December, 2013. For the purposes of this paragraph, permission to occupy the strata lot means the initial permission given by the City of Vancouver, whether such permission is temporary, conditional or final and refers to occupation of the Strata Lot only and not to occupation of other Strata Lots or common property in the Development.
 - (b) The Completion Date will be no later than the 31st day of December, 2013 provided that if the Vendor is delayed from completing the Strata Lot because of any circumstance described in paragraph 3(c), the Vendor may at any time on or before the Completion Date by written notice (the "Notice") addressed to the Purchaser and delivered to the Purchaser's address as set out above, extend the Completion Date to a such later date as may be specified in the Notice provided that if the Completion Date must be extended for more than 6 months from the 31st day of December, 2013, then the Purchaser may, at his option (which option must be exercised within 5 days after receipt of the Notice), terminate this agreement by giving written notice to such effect to the Vendor. Upon such termination, the Deposit will be returned by the Vendor to the Purchaser

- V initial - P

forthwith upon notice of termination and the Vendor and the Purchaser shall thereafter have no further obligations to one another hereunder. Any reference hereafter to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 3(b).

(c) If the Vendor is delayed in completing construction of the Strata Lot or in doing anything the Vendor is required to do pursuant to this agreement, and the delay is caused by any condition or cause beyond the reasonable control of the Vendor including, without limitation, acts or omissions by third parties not related to the Vendor, strike, lockout, labour dispute, unusual geotechnical conditions, climactic conditions, act of god, inability to obtain labour or materials, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for completing construction of the Strata Lot or for the Vendor doing anything the Vendor is required to do pursuant to this agreement, shall be extended by a time equivalent to the period of such delay.

- 4. ADJUSTMENT DATE - All adjustments relating to the purchase of the Strata Lot with respect to taxes, utilities and other items normally adjusted between a Vendor and a Purchaser will be made on the Completion Date.
- 5. PROPERTY TAXES - The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date, and in such case the Purchaser covenants and agrees that municipal property taxes will be adjusted on the basis of the interest upon destruction of the Strata Lot as a percentage of the aggregate interests upon destruction of all Strata Lots within the strata plan (the "Strata Plan") of which the Strata Lot forms a part. If the Completion Date occurs prior to the date upon which municipal property taxes are due in respect of the Strata Plan, then notwithstanding that the Purchaser may not be entitled to an individual tax receipt in respect of the Strata Lot, the Purchaser shall pay the adjusted tax portion to the Vendor, who hereby covenants and agrees to pay municipal property taxes for the current year in respect of the Strata Lot.
- 6. OCCUPANCY DATE - Provided that the Vendor's solicitors have received the adjusted Purchase Price from the Purchaser in accordance with the terms of this Agreement, the Purchaser shall have occupancy of the Strata Lot two (2) days after the Completion Date.
- 7. DEVELOPMENT - The Vendor will proceed to construct the development (the "Development") as set out in the Disclosure Statement, provided that the Vendor may make modifications as are desirable and reasonable.
- 8. RISK - The Strata Lot will be at the Vendor's risk and shall be insured by it until 12:01 a.m. on the Completion Date, and thereafter shall be at the Purchaser's risk.
- 9. BUILDER'S LIEN - The Vendor acknowledges that there may be a builder's lien holdback (the "Holdback"), as required by the *Strata Property Act* of British Columbia and *Builder's Lien Act* of British Columbia or successor statute. The Purchaser agrees that the Holdback shall be paid to the Vendor's solicitor on the Completion Date and shall be held in trust for the Purchaser pursuant to the *Strata Property Act* of British Columbia and *Builder's Lien Act* of British Columbia or successor statute solely in respect of any lien claims registered in the appropriate Land Title Office in connection with work done on the building comprising the Strata Lot. The Vendor's solicitors are authorized to invest the Holdback in an interest bearing trust account and to pay to the Vendor on the 56th day (the "Payment Date") after the Completion Date, the Holdback plus interest accrued thereon, less the amount of any builder's lien claims filed against the Strata Lot of which the Purchaser or the Purchaser's solicitors notify the Vendor's solicitors in writing by 3:00 p.m. on the Payment Date.
- 10. VENDOR'S REPRESENTATIONS - The Vendor hereby represents and warrants that on the Completion Date, the Vendor will cause good and marketable title to the Strata Lot to be transferred to the Purchaser, subject only to subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown, except as set out in the Disclosure

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Statement and except for the Vendor's financial charges to be discharged by the Vendor as provided in paragraph 10 herein.

11. VENDOR'S FINANCING - The transfer of the Strata Lot may be subject to Vendor's financial encumbrances. The Vendor will pay and discharge existing financial encumbrances from the title to the Strata Lot after receipt of the Purchase Price, but in this event, the Purchaser shall pay the Purchase Price to the Vendor's solicitors on undertakings to pay and discharge the financial charges, and remit the balance, if any, to the Vendor. It is agreed by the Purchaser that if the Vendor's financial encumbrances are registered against the Common Property, the Vendor's financial encumbrances will not be discharged against the Common Property until the Vendor's financial charges are fully paid.
12. CLOSING PROCEDURES - The Purchaser's solicitors will prepare and deliver to the Vendor's solicitors at least five (5) business days prior to the Completion Date, a Statement of Adjustments and Transfer for the Strata Lot and will cause the Purchase Price to be paid to the Vendor's solicitors upon the Transfer being tendered for registration at the Land Title Office and a satisfactory post-registration index search being concluded. The Purchaser agrees to accept the transfer executed by the Vendor in satisfaction of paragraph 6 of the *Property Law Act* of British Columbia. The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Purchase Tax and Goods and Services Tax. The Vendor will pay all costs relating to the discharge of any financial encumbrances relating to the Vendor's financing.
13. REMEDIES OF THE VENDOR - If the Purchaser does not comply with the terms of this Agreement, the Vendor may at its option, by notice in writing to the Purchaser, cancel this Agreement which shall then be of no further force and effect and the Deposit(s) shall be forfeited to the Vendor on account of damages but without prejudice to any further right or remedies of the Vendor in accordance with paragraph 1 herein.
14. NOTICE - Any notice to be given under this Agreement shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy to the addresses set out above, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered or transmitted, when delivered or transmitted and if mailed, on the fifth business day after such mailing.
15. GOVERNING LAW - This Agreement shall be governed by the laws of the Province of British Columbia. The Vendor and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.
16. TIME OF THE ESSENCE - Time shall be of the essence of this Agreement.
17. INTEREST IN LAND - Upon title to the Strata Lot being registered in the Land Title Office in the Purchaser's name, the Purchaser shall become the absolute owner (fee simple) of the Strata Lot, however, until such time this Agreement of Purchase and Sale shall not create any interest in land and shall not be registered in the Land Title Office.
18. BINDING EFFECT - This Agreement shall be binding upon the Vendor and the Purchaser and their respective heirs, executors, administrators, successors and assigns.
19. ASSIGNMENT - The Purchaser may only assign the Purchaser's interest in this Agreement on or after that date which is 12 months after the date the Vendor accepts the Purchaser's offer and on or before the 1st day of June, 2012 being the date which is five months prior to the estimated earliest Completion Date, and in any event, only if: (a) all Deposits required to be paid on or before the proposed date of assignment have been paid; and (b) the Purchaser has obtained the prior written consent of the Vendor, which consent may be unreasonably withheld in the Vendor's sole discretion. Any request for the consent of the Vendor to the assignment of the Purchaser's interest in this Agreement must be made via the Vendor's Real Estate Agent, as defined in the Disclosure Statement. No assignment by the Purchaser shall release the Purchaser from

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the Purchaser's obligations hereunder. The Purchaser shall pay to the Vendor an administration fee in the amount of \$2,000.00 (plus GST/HST) for the assignment of the Purchaser's interest in the Unit or in this Agreement (the "Assignment"), as consideration for agreeing to the Assignment and for any associated legal and administrative costs. The Purchaser shall not advertise or solicit offers from the public nor list the Unit on the Multiple Listing Service with respect to the resale of the Purchaser's interest in the Unit prior to the Closing Date, except through the Vendor's Real Estate Agent, as defined in the Disclosure Statement, without the prior written consent of the Vendor, which consent may be refused by the Vendor in the Vendor's sole discretion.

20. GST/HST - The Purchaser will pay all taxes (including all GST/HST), costs and expenses incurred in connection with the completion of the sale and purchase of the Strata Lot other than the costs of the Vendor incurred in clearing title to the Strata Lot of financial encumbrances. GST/HST is not included in the Purchase Price. The Vendor will remit the GST/HST collected to the Canada Customs and Revenue Agency and the Purchaser will be solely responsible to collect any applicable rebate of the GST/HST.
21. AMENDMENT TO DISCLOSURE STATEMENT - The Vendor anticipates that the building permit for the Development will be issued and financing arranged for the Development on or about the 31st day of December, 2010. At the time a building permit and financing has been obtained for the Development, an amendment (the "Amendment") to the Disclosure Statement, will be filed setting out the particulars of the issuance of the building permit and financing. The Superintendent of Real Estate requires that the following provision be made a term of this Agreement of Purchase and Sale:
- (a) the Purchaser may cancel this Agreement of Purchase and Sale for a period of seven (7) days after receipt of the Amendment if the layout or size of the Strata Lot, the construction of a major common facility forming part of the Development or the general layout of the Development is materially changed by the issuance of the building permit;
 - (b) if the Amendment setting out the particulars of the building permit is not received by the Purchaser within 12 months after the date the Vendor filed the Initial Disclosure Statement with the British Columbia Superintendent of Real Estate, the Purchaser may at his or her option cancel this Agreement of Purchase and Sale at any time after the end of that 12 month period until the required Amendment is received by the Purchaser at which time, the Purchaser may cancel this Agreement of Purchase and Sale for a period of seven (7) days after receipt of the Amendment only if the layout or size of the Strata Lot, the construction of a major common facility forming part of the Development including a recreation centre or clubhouse or the general layout of the Development is materially changed by the issuance of the building permit;
 - (c) the amount of the deposit to be paid by the Purchaser who has not yet received the Amendment shall be no more than 10% of the Purchase Price; and
 - (d) in circumstances where the Purchaser is permitted to cancel this Agreement of Purchase and Sale under this Section, all deposits paid by the Purchaser including interest, if any, will be returned promptly to the Purchaser upon delivery of notice of cancellation of this Agreement of Purchase and Sale as permitted under this Section from the Purchaser to the Vendor.

Subsections (a), (b), (c) and (d) hereof shall apply only until such time as the Vendor files the Amendment to the Disclosure Statement setting out the details of the issuance of the building permit and financing, such Amendment is delivered to the Purchaser and if applicable the seven (7) day cancellation period referred to in this Section has expired.

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22. ADJACENT DEVELOPMENT - The Purchaser acknowledges that the Strata Lot is located within the 2300 block of Kingsway in Vancouver, and adjacent to the Development across the lane to the south is a parcel of land that will rezoned for residential use and a child care facility that is intended to accommodate approximately 40 children plus required staff and contained within the Development, as noted in the Disclosure Statement, will be two parking stalls that will be used exclusively for the child care staff, parents and visitors of the child care facility. In addition, there will be a commercial development located within what is described as Air Space Parcel 1 and Air Space Parcel 2 of the Development. The proposed developments are further described in Section 7.1 of the Disclosure Statement and the Purchaser acknowledges having reviewed and read the Disclosure Statement including Section 7.1. The Purchaser acknowledges and accepts that, as a consequence of these developments, there may be noise and activity levels greater than those that are usual in a residential development. initial - P

23. PERSONAL INFORMATION – The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the agents and salespersons described in any schedules hereto, the real estate boards of which those agents and salespersons are members and, if the Property is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Purchaser and the Vendor: (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 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 Real Estate Agent”.

The Purchaser hereby also consents to the collection, use and disclosure of personal information contained in this Agreement, otherwise collected by or on behalf of the Vendor for the purpose of assisting the Vendor in securing financing for the Development and for additional purposes identified when or before personal information is collected.

24. MISCELLANEOUS - This Agreement is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person. All of the terms, conditions, representations and warranties contained in this Agreement will survive closing and the transfer of the Property to the Purchaser. This Agreement will be governed by the laws of British Columbia. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.

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*** NOTE FOR PURCHASERS AND AGENTS ****

THIS AREA IS FOR INFORMATION CONTROL ONLY

Purchaser's Solicitors

Selling Agent

(Name)

(Selling Person's Name)

(Law firm)

(Real Estate Company)

(City, Province)

Phone No.:

Facsimile No.:

Phone No:

Facsimile No:

Vendor's Solicitors:

McLachlan Brown Anderson
10th Floor - 938 Howe Street
Vancouver, British Columbia
V6Z 1N9

Attention: Robert Brown

Phone No: (604) 331-6000

Facsimile No: (604) 331-6008