

"CANVAS"

**DISCLOSURE STATEMENT**

2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION  
400 – 601 West Broadway  
Vancouver, B.C.  
V5Z 4C2

Phone: 604-614-2095

**REAL ESTATE BROKERAGE RETAINED BY THE DEVELOPER:**

Kenneth Lam  
c/o Royal Pacific Realty Corp.  
550 North Tower  
650 West 41<sup>st</sup> Avenue  
Vancouver, B.C.  
V5Z 2M9

Phone: 604-266-8989

**THIS 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, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT AND MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS WITHOUT MISREPRESENTATION.**

This Disclosure Statement November 7, 2006 in the format required by the *Real Estate Development Marketing Act*.

## **RIGHT OF RECISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.**

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to**

- (a) the developer at the address shown on the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

**The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.**

OFFERING MADE UNDER POLICY STATEMENT 5  
STRATA LOTS – DEVELOPMENT APPROVALS

1. *The Real Estate Development Marketing Act states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the creation of the proposed strata lots has been approved by an approving officer, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.*

2. *The Superintendent has held in the past that evidence of approval of the creation of the proposed strata lots included the issuance of a building permit by the appropriate approving authority. Pursuant to Policy Statement 5, the Superintendent will accept for filing Disclosure Statements where the developer has been granted development approval prior to the issuance of a building permit, provided that:*

- (a) *The estimated date, as disclosed in the Disclosure Statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;*
- (b) *The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that set out the particulars of the issued building permit is filed with the Superintendent during that period;*
- (c) *Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit, contains the following provisions:*
  - (i) *The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out the particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;*
  - (ii) *If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of the 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;*
  - (iii) *The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and*
  - (iv) *All deposits paid by the purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.*

*OFFERING MADE UNDER POLICY STATEMENT 6  
SALE OF STRATA LOTS PRIOR TO OBTAINING FINANCING*

1. *The Real Estate Development Marketing Act states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the creation of the proposed strata lots has been approved by an approving officer, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.*
  
2. *The Superintendent has held in the past that evidence of approval of the creation of the proposed strata lots included obtaining satisfactory financing. Pursuant to Policy Statement 6, the Superintendent will accept for filing Disclosure Statements where the developer has yet to obtain any commitment as to financing, provided that:*
  - (a) *The estimated date for obtaining a satisfactory financing commitment, as disclosed in the Disclosure Statement, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;*
  
  - (b) *The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that set out the particulars of a satisfactory financing commitment is filed with the Superintendent during that period;*
  
  - (c) *Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment, contains the following provisions:*
    - (i) *If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of the 12 month period until the required amendment is received by the purchaser;;*
  
    - (ii) *The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and*
  
    - (iii) *All deposits paid by the purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.*

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## **1 THE DEVELOPER**

### **1.1 Jurisdiction and Origin**

The Developer was incorporated in the Province of British Columbia on July 31, 2006 under incorporation number 0764848.

### **1.2 Purpose and Assets**

The Developer was incorporated specifically for the purpose of developing the strata lots and the Developer has no other assets other than the development property itself.

### **1.3 Registered and Records Office**

The Developer's registered and records office (both mailing and delivery) is 1700 - 808 Nelson Street, Vancouver, British Columbia, V6Z 2H2.

### **1.4 Directors**

The following is a list of Directors of the Developer:

Ardeshir Farshchian  
Thomas Lam

## **2 GENERAL DESCRIPTION**

### **2.1 Location of the Development**

The development described in this Disclosure Statement (the "Development"), and the 18 strata lots offered for sale by the Developer pursuant to this Disclosure Statement (the "Strata Lot(s)") will be located at 2166 West 8<sup>th</sup> Avenue, Vancouver, British Columbia (the "Property").

### **2.2 General Description of the Development**

The Development will be comprised of eighteen (18) Strata Lots and one (1) level of underground parking to be constructed in one (1) phase. The Development consists of two (2) wood-frame structures each containing nine (9) Strata Lots. In addition, each unit will have one (1) parking stall as limited common property ("Limited Common Property") and the



proposed strata plan attached as Exhibit “A” sets out the approximate size and location of the common property (“Common Property”) and its features.

The Strata Lots will be created upon the deposit of a strata plan (the “Strata Plan”) under the *Strata Property Act* of the Province of British Columbia (the “Act”) and will be filed in the land title office located in New Westminster (the “Land Title Office”). A reduced copy of the draft strata plan is attached as Exhibit “A” to this Disclosure Statement.

### **2.3 Use of the Strata Lots**

The Property is zoned for residential use only and designed for single-family living in each Strata Lot. The only restrictions on use are the City of Vancouver’s Zoning bylaws and the strata corporation’s bylaws that take effect on deposit of the Strata Plan in the Land Title Office.

### **2.4 Not a Phased Development**

The Development is not part of a phased development.

## **3 Strata Information**

### **3.1 Unit Entitlement**

The unit entitlement (“Unit Entitlement”) of each Strata Lot is a figure indicating its share as an owner in the Common Property and other assets of the strata corporation (the “Strata Corporation”). It is also the figure used to determine the owner’s contribution toward the common expenses.

The calculation of the Unit Entitlement figure is based on the “habitable” area of the Strata Lot. The habitable area does not include patios, balconies, parking stalls, garages, or storage areas but does include closet spaces in units. The number is expressed as a whole number (i.e. in decimals) on the Form V Schedule of Unit Entitlement attached to Exhibit “B”.

### **3.2 Voting Rights**

Voting rights refers to the number of votes allotted to each Strata Lot. For the Development, each Strata Lot will have only one (1) vote in the Strata Corporation, pursuant to Section 53(1) of the Act.

### **3.3 Distribution of Strata Corporation Assets on Winding Up**

The voluntary winding up of the Strata Corporation in the case of the destruction of the Development, in whole or in part, or for any other reason, requires a unanimous resolution of

the Strata Corporation and the approval of the Registrar of the Land Title Office. Upon the winding up of the Strata Corporation and cancellation of the Strata Plan, each Strata Lot owner would become a tenant-in-common, with each other owner, of all the lands within the Strata Plan, land owned by the Strata Corporation but not shown on the Strata Plan and personal property held by or on behalf of the Strata Corporation.

Section 278 of the Act provides that every owner's share of the property and assets of the Strata Corporation in the event of its winding up will be determined on the basis of municipality assessed values, or appraised values if there are no municipal assessments

### **3.4 First Annual General Meeting**

The Developer must hold the first annual general meeting of the Strata Corporation within six (6) weeks of the earlier of:

- (i) the date on which 50% plus one of the Strata Lots have been conveyed to purchasers; and
- (ii) the date which is nine months after the first conveyance of a Strata Lot to a purchaser

If the first annual general meeting is not held within the required time, the Developer must pay to the Strata Corporation \$1,000.00 for a delay of up to 30 days, and a further \$1,000.00 for each additional delay of seven (7) days.

The Developer must provide copies of the following documents to the Strata Corporation at the first annual general meeting:

- (i) all plans required to obtain a building permit and any amendments to the building permit plans;
- (ii) any document in the Developer's possession that indicates the location of pipes, wires, cables, chutes ducts or other service facilities that are not shown on a plan;
- (iii) all contracts entered into by the Strata Corporation;
- (iv) any Disclosure Statement filed under the *Real Estate Development Marketing Act* and any Rental Disclosure Statement;
- (v) the registered Strata Plan from the Land Title Office;
- (vi) the names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or materials to the Development;

- (vii) the names and addresses of any technical consultants, including building envelope specialists, if any;
- (viii) the name and address of any project manager; and
- (ix) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to the Common Property or common assets.

### **3.5 Common Property and Facilities**

There are no common facilities. Common property consists of a garbage area, electrical, mechanical and bike storage rooms, court yards, corridors, pathways and stairs.

### **3.6 Limited Common Property**

Limited Common Property is an area within the Common Property of the Development that may be used exclusively by one or more Strata Lot owners and any additional maintenance expenses created thereby will be paid by such owners. The Developer will designate Limited Common Property upon tendering the Strata Plan for registration at the Land Title Office. Any area adjacent to the Strata Lots shown as patio or deck will also be designated as Limited Common Property.

The Strata Corporation is responsible for maintaining all Common Property, including Limited Common Property. However, under section 72(2)(a), the Strata Corporation may, by bylaw make owners responsible for the repair and maintenance of limited common property which they use. Bylaws 2 and 8 of the standard bylaws make an owner responsible for maintaining and repairing limited common property which they use, except the following, which the strata corporation shall repair and maintain:

- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (b) the structure of a building;
- (c) the exterior of a building;
- (d) stairs, balconies and other things attached to the exterior of a building;
- (e) doors, windows or skylights, on the exterior of a building or that front on that common property; and
- (f) fences, railings and similar structures that enclose patios, balconies and yards.

### **3.7 Bylaws**

The bylaws of the Strata Corporation will be the standard bylaws set out in the *Act* with no amendments or changes proposed. The Developer intends to have the Strata Corporation adopt a rule and regulation restricting the placing of “For Sale” signs by owners to a designated area or on a common signpost.

### **3.8 Parking Facilities**

The proposed Strata Plan will include thirty two (32) parking stalls (“Parking Stalls”) located within one-level underground parking facility to be constructed in the basement below the Development. There will also be one (1) handicap parking stall.

The Developer intends to designate as Limited Common Property one (1) Parking Stall for the exclusive use of the owners of each of the designated Strata Lots. Such designation will be made either on the final Strata Plan which will be filed at the Land Title Office or by way of amendment to the Strata Plan to designate Parking Stalls as Limited Common Property prior to the first annual general meeting of the Strata Corporation. In addition and at the sole discretion of the Developer, fourteen (14) additional Parking Stalls in the same underground parking facility may be available for purchase by the Strata Lot owners

The use of up to 14 Parking Stalls will be designated by the Developer in its sole discretion, and such uses may include parties other than the owners or occupants of the Strata Lots, and any consideration arising from such uses shall be for the sole benefit of the Developer.

The Developer reserves the right to lease some or all of the Parking Stalls to a third party tenant (the “Parking Tenant”) pursuant to a lease agreement to be entered into prior to the registration of the Strata Plan (the “Parking Lease”). The Developer may cause the Parking Tenant to assign the right to sole use of any of the Parking Stalls to the owners and occupants of the Strata Lots on the terms established from time to time by the Developer. The Developer may cause the Parking Tenant to assign the right to sole use of any of the Parking Stalls by lease or by easement to other parties.

### **3.9 Storage Area for Bicycles**

The Development will include a storage area for bicycles with approximately 16 stalls and will be designated as Common Property for use of the Strata Lot owners. The location, configuration and size of the storage area for bicycles as depicted on the draft Strata Plan attached hereto as Exhibit “A” may be altered by the Developer without compensation to the Strata Corporation and/or purchasers of the Strata Lots.

### **3.10 Furnishings and Equipment**

The following equipment will be included in the purchase of each Strata Lot:

- Blinds for all exterior windows
- Range hood fan
- refrigerator
- dishwasher
- garburetor
- microwave oven
- remote garage transmitter

### **3.11 Budget**

#### **(a) Estimated Budget**

The estimated operating budget (the "Operating Budget") of the Strata Corporation for the 12 month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser is as set out in Exhibit "C" and the monthly maintenance payable by a purchaser is set out in Exhibit "C" attached hereto. The Developer must pay for all expenses of the Strata Corporation until the first day of the month following the first conveyance of a Strata Lot to a purchaser. The Operating Budget will be allocated among the individual Strata Lots based on their unit entitlement.

#### **(b) Contingency Reserve**

As the Developer anticipates that the first conveyance of one of the Strata Lots to a purchaser will occur no later than one year after the deposit of the Strata Plan herein, pursuant to Section 12(2) of the Act, the Developer will contribute to the contingency reserve fund an amount which is at least 5% of the estimated operating expenses as set out in the Strata Corporation's interim budget.

#### **(c) Budget Shortfalls**

The Developer must pay the Strata Corporation's expenses up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs. After that month and before the first annual budget takes effect, if the Strata Corporation's actual expenses exceed the estimated expenses as set out in the interim budget attached hereto as Exhibit "C" the Developer must pay the excess to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the excess expenses, where those expenses are more than 10% (but less than 20%) or 20% of the amounts estimated in the interim budget, subsection 3.(1) of the Regulations to the Act require a developer to

respectively pay to the strata corporation a further amount equal to two or three times the amount of the excess.

### **3.12 Strata Lot Property Taxes and Expenses**

#### **(a) Property Taxes**

Each Strata Lot owner will be responsible for real property taxes for such Strata Lot. Property taxes are levied by and payable to the City of Vancouver.

#### **(b) Strata Lot Expenses**

All utilities and services such as, but not limited to, electricity, telephone and cablevision will be separately metered or assessed to each Strata Lot and will be responsibility of each Strata Lot owner.

#### **(c) Other Expenses**

The following utilities will be paid by the Strata Corporation and prorated based on unit entitlement of the Strata Lots and included in the monthly assessments:

- (i) all utilities for the Common Property; and
- (ii) natural gas.

### **3.13 Utilities and Services**

As the Development is wholly situated within the boundaries of the City of Vancouver, utility services include water, electricity, sewer and natural gas. All Strata Lots will be connected to these services and the Developer may enter into, or cause the Strata Corporation to enter into, agreements, licences, covenants, easements and/or statutory rights of way with and/or in favour of the City of Vancouver, public utilities or other entities with respect to the provision of these utilities and services.

### **3.14 Strata Management Contracts**

The Developer intends to cause the Strata Corporation to enter into a management agreement with respect to the control, management and administration of the Common Property. Under section 24 of the *Strata Property Act* of British Columbia, such management agreement will automatically terminate after the date of the second annual general meeting of the Strata Corporation unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the contract. The management agreement may also be terminated at any time on two months' notice: (i) by the Strata Corporation if the cancellation is approved by a  $\frac{3}{4}$  vote at a meeting of the Strata Corporation; and (ii) by the manager.

### 3.15 Insurance

During construction, the Developer will maintain course-of-construction insurance coverage. Upon completion of the development, the Developer will place the following insurance on behalf of the strata corporation:

- (a) full replacement insurance on
  - (i) common property;
  - (ii) common assets;
  - (iii) buildings shown on the strata plan; and
  - (iv) fixtures, built or installed on the strata lot by the developer as part of the original construction. (Fixtures are defined in Regulation 9.1(1) as “items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.”)

including “major perils”, which are defined in Regulation 9.1(2) as “fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts”; and
- (b) liability insurance to insure the strata corporation against liability for property damage and bodily injury, in an amount not less than \$5,000,000.00

### 3.16 Rental Disclosure Statement

Attached as Exhibit “D” is the Rental Disclosure Statement in Form J which has been filed by the Developer with the Superintendent of Real Estate.

## 4 Title and Legal Matters

### 4.1 Legal Description

Parcel Identifier: 015-196-208  
 Lot 3 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-224  
 Lot 4 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-232  
 Lot 5 Block 324 District Lot 526 Plan 590

## 4.2 Ownership

2166 W. 8<sup>th</sup> Development Corporation (Inc No. 0764848) is the registered owner of the Development.

## 4.3 Existing Encumbrances and Legal Notations

### (a) Legal Notations:

There are no legal notations.

### (b) Charges, Liens and Interests:

The following charges, liens and interests are currently registered against title to the Property:

- (i) Easement and Indemnity Agreement No. 409131M
- (ii) Mortgage No. BA203513
- (iii) Assignment of Rents No. BA203514
- (iv) Mortgage No. BA203515
- (v) Assignment of Rents No. BA203516
- (vi) Mortgage No. BA203517
- (vii) Assignment of Rents No. BA203518
- (viii) Priority Agreement No. BA312829 and BA312830
- (ix) Priority Agreement No. BA541866 and BA541867

### (c) Summary of Encumbrances

A summary of the above encumbrances is attached as Exhibit "E" to this Disclosure Statement. Except as set out below, or as indicated in the summary attached as Exhibit "E", these encumbrances will remain registered against title to the Strata Lots and/or the Common Property.

## 4.4 Proposed Encumbrances

Title to the Property is subject to subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties contained in the original grant, or in any other grant or disposition from the Crown. The Property, the Strata Lots and the Common Property may also be subject to such covenants, right-of-ways, easements, indemnities and other charges in favour of the City of Vancouver, utility companies, other public or government authorities,



and other parties described below in this section 4.4 which may be or are required or deemed advisable in respect of the development of the Property including:

- (a) all encumbrances required or deemed necessary by the City of Vancouver or any other government authority in order to approve all development, building and occupancy permits in respect of the development of the Property;
- (b) encumbrances such as covenants, statutory rights of way and/or agreements to be granted in favour of the City of Vancouver, other government authorities, public or private utilities (which may be related to the Developer) with respect to the provision of utilities and services;
- (c) easements which may be granted in favour of, and agreements with, adjacent property owners regarding:
  - (i) the installation of undersurface anchor rods and the encroachment by overhead cranes and similar or related works and encroachments;
  - (ii) pedestrian and vehicular access across the Property to adjacent properties; and
  - (iii) pedestrian and vehicular access across adjacent properties to the Property, including easements for the purpose of providing access to and egress from the Property
- (d) encumbrances such as leases in respect of the Parking Facility and/or Parking Stalls.

#### **4.5 Outstanding or Contingent Litigation or Liabilities**

The Developer is not aware of any outstanding or contingent litigation or liabilities in respect of the Development that may affect the Strata Corporation of the purchasers of the Strata Lots.

#### **4.6 Flooding Dangers**

The Developer is not aware of any dangers connected with the Development in respect of flooding or drainage hazards.

#### **4.7 Environmental Matters**

The Developer is not aware of any environmental matters.

## **5 Construction and Warranties**

### **5.1 Construction Dates**

Construction of the Development is expected to commence on February 1, 2007. The Developer estimates that construction of the Development will be completed by approximately April 1, 2008

### **5.2 Warranties**

All Strata Lots in the Development will be covered by a warranty provided with the requirements of the *Home Owner Protection Act* of British Columbia in respect of the following:

- (a) two (2) year warranty coverage on construction workmanship and materials
- (b) five (5) year warranty coverage on water penetration of the building envelope, and
- (c) ten (10) year warranty coverage against major structural defects.

Any manufacturers' warranties for appliances and equipment will be passed on to the purchasers of the Strata Lots or the Strata Corporation, as the case may be, if and to the extent permitted by such warranties.

For greater certainty, drywall cracks and "nail pops" due to lumber shrinkage are not covered under any warranty

### **5.3 Previously Occupied Building**

This is a new development and has not been previously occupied.

## **6 Approvals and Finance**

### **6.1 Development Approval**

Approval of the Development was granted by the City of Vancouver and confirmed in writing on September 7, 2006, subject to a number of conditions within the control of the Developer. The estimated date for issuance of a building permit for the Development is November 30, 2006. An amendment to the Disclosure Statement setting out the particulars of the issued building permit for the Development will be filed with the Superintendent of Real Estate for

the Province of British Columbia after the building permit in respect of the Development has been issued and a copy of the amendment will be delivered to each purchaser.

## **6.2 Construction Financing**

The Developer has not yet received a commitment from an institutional lender (the "Lender") for financing the construction of the Development (the "Construction Financing"). The estimated date for issuance of a financing commitment is prior to February 1, 2007.

Following receipt of a commitment for the Construction Financing from the Lender, title to the Property and, once created, the Strata Lots and Common Property, will be subject to a mortgage, assignment or rents and/or any other security reasonably required by the Lender with respect to the Construction Financing (the "Construction Security") until such time as the purchaser pays the purchase price in full to the Developer. The Developer will cause the Lender to provide a partial discharge of the Construction Security in respect of any Strata Lot within a reasonable period after completion of the purchase and sale thereof.

An amendment to the Disclosure Statement setting out the particulars of the financing commitment for the Development will be filed with the Superintendent of Real Estate after a financing commitment has been issued and a copy of the amendment will be delivered to each purchaser.

## **6.3 Interest Upon Destruction**

Under the *Strata Property Act*, every owner's share of property and assets of the Strata Corporation in the event of winding-up will be determined on the basis of municipally assessed values, or appraised values, if there are no municipal assessments. Until assessed values have been issued by the Assessment Authority, appraised values will apply.

## **7 Miscellaneous**

### **7.1 Deposits**

Purchaser's deposits will be held by Kenneth Lam/Royal Pacific Real Estate Corp. in a trust account in a savings institution in British Columbia in the manner prescribed by the *Real Estate Development Marketing Act*.

The Developer may enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which deposits paid by purchasers of land to be subdivided

or strata titled may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an approved insurer or other form of security agreement as required by the *Real Estate Development Marketing Act* and to allow the deposits paid by purchasers of the Strata Lots to be released to the Developer.

## **7.2 Purchase Agreement**

The Developer will offer the Strata Lots for sale pursuant to this Disclosure Statement substantially on the terms and conditions set out in the form of contract of purchase and sale attached hereto as Exhibit "F", unless otherwise agreed between the Developer and a purchaser.

## **7.3 Developer's Commitments**

The Developer has not entered into, and is not bound by, a development agreement or land use contract with any public authority with respect to the Development other than the covenants in favour of the City of Vancouver and the Province of British Columbia registered against the title to the Property set out in section 4.

## **7.4 Other Material Facts**

The Developer may also enter into or cause the Strata Corporation to enter into leasing, maintenance, and service contracts. Such contracts will deal with the Common Property, common facilities and other assets of the Strata Corporation. They will include contracts for waste removal and landscaping, and maintenance agreements with various parties to maintain and service certain equipment located on common property. These agreements will have terms not exceeding two (2) years. The costs of all of the above agreements have been included in the Budget attached as Exhibit "C".

The Developer may retain strata lots in the Development for the use of sale and administrative offices and/or display suites for marketing purposes or otherwise and conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.

## **7.5 Measurements**

All measurements and calculations of the Strata Lots and Limited Common Property areas are to the exterior face of exterior stud walls and to the centre lines of demising walls between the Strata Lots.

## **7.6 Building Envelope Consultant**

The Strata Corporation will on a yearly basis engage in the services of a qualified and approved Envelope Consultant to perform a yearly inspection of the Exterior Envelope

and comment on any items/areas that they feel are in need of attention with respect to on-going maintenance as may be required in order to ensure, as may be necessary, that the original home warranties are kept valid and in good standing.

#### **7.7 Developer's Right to Cancel**

If by February 28, 2007 (the "Cancellation Date"), the Developer has not entered into binding contracts of purchase and sale with purchasers in respect of the sale of a minimum of 33% of the Strata Lots in the Development, the Developer has the right to cancel all contracts of purchase and sale by giving ten (10) business days notice in writing to any purchasers, provided such notice is given within thirty (30) days of the Cancellation Date. If the Developer exercises this right to terminate the contracts of purchase and sale, the contract of purchase sale will terminate at the end of the ten business day notice period, the deposit(s) and interest will be returned to the each respective purchaser and neither Developer nor each respective purchaser will have any further obligation to each other.

**Signatures**

Deemed Reliance

**Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to received this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, 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 the Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defenses available under section 22 of the Real Estate Development Marketing Act.**

Declaration

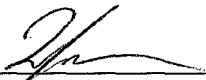
**The foregoing statements disclose, without any misrepresentation, all material facts relating the Development referred to above, as required by the Real Estate Marketing and Development Act of British Columbia as of November 7, 2006.**

**2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION**

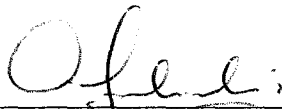
Per:



ARDESHIR FARSHCHIAN  
Authorized Signatory



THOMAS LAM  
Authorized Signatory



ARDESHIR FARSHCHIAN  
Director



THOMAS LAM  
Director

**SOLICITOR'S CERTIFICATE**

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND THE DISCLOSURE STATEMENT OF 2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION FOR THE PROPERTY DESCRIBED AS:

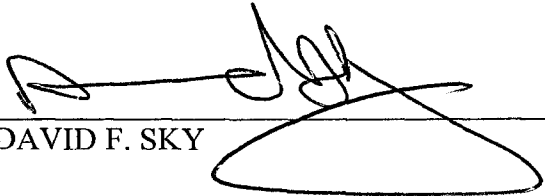
Parcel Identifier: 015-196-208  
Lot 3 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-224  
Lot 4 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-232  
Lot 5 Block 324 District Lot 526 Plan 590

I, DAVID F. SKY, Solicitor, a member of the Law Society of British Columbia, hereby certify that I have read the attached Disclosure Statement of 2166 W. 8<sup>th</sup> Development Corporation, dated November 7, 2006 relating to the proposed 18 strata lot development in respect of the above property and that the facts contained in Paragraphs 4.1, 4.2 and 4.3 are, except insofar as the same are proposals, correct.

DATED at Vancouver, British Columbia, this 7<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
DAVID F. SKY

**LIST OF EXHIBITS**

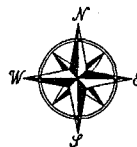
- Exhibit A - Proposed Strata Plan
- Exhibit B - Form V
- Exhibit C - Estimated Budget and Monthly Assessments
- Exhibit D - Rental Disclosure Statement in Form J
- Exhibit E - Summary of Encumbrances
- Exhibit F - Contract of Purchase and Sale



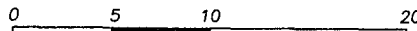
PRELIMINARY STRATA PLAN OF  
LOT 1 BLOCK 324 DISTRICT LOT 526  
NEW WESTMINSTER DISTRICT PLAN BCP

B.C.G.S. 92G.025  
CITY OF VANCOUVER

#2166 WEST 8th AVENUE,  
VANCOUVER, B.C.

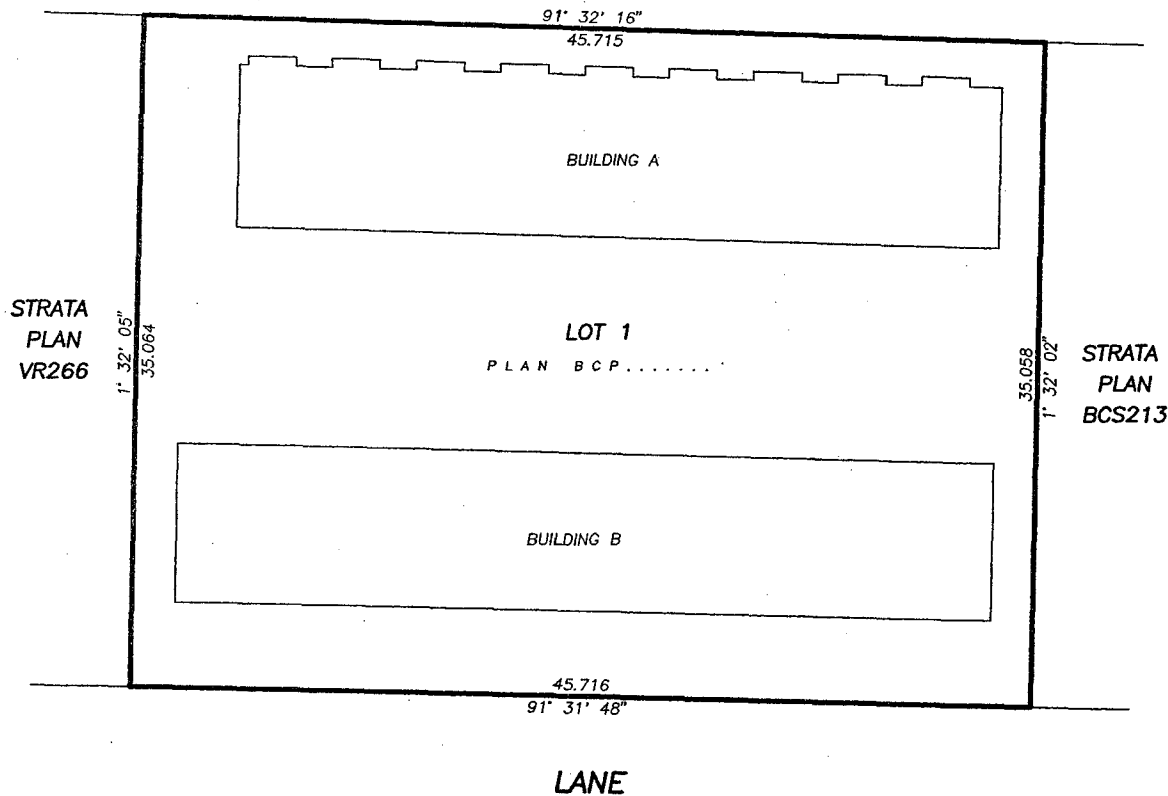


SCALE: 1:250



ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

WEST 8th AVENUE



NOTE:

This set of plans was prepared prior to construction according to architectural drawings. Areas and unit entitlements are subject to change upon field measurements.

LEGEND:

- L.C.P. denotes limited common property
- C.P. denotes common property
- PT.S.L. denotes part strata lot
- S.L. denotes strata lot

J. C. Tam and Associates  
Canada and B.C. Land Surveyor  
115 - 8833 Odlin Crescent  
Richmond, B.C. V6X 3Z7  
Telephone: 214-8928  
Fax: 214-8929  
E-mail: jctam@telus.net  
Job No. 2926  
Drawn By: KA

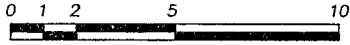
OCTOBER 16th, 2006.

**GARAGE LEVEL**

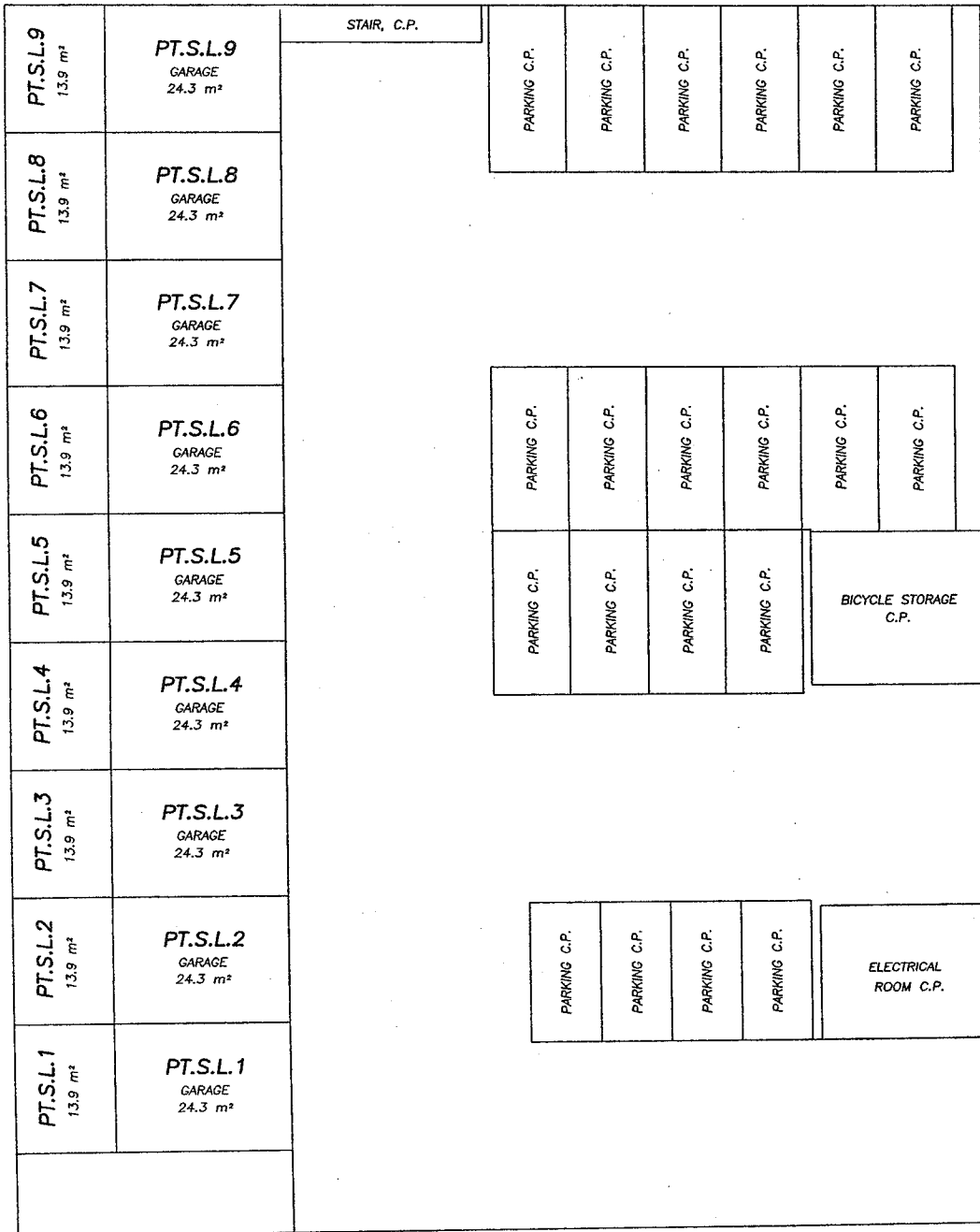
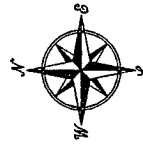
**PART STRATA LOTS 1 TO 9**

**STRATA PLAN BCS**

**SCALE: 1:150**



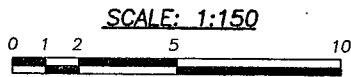
ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED



**MAIN LEVEL**

**PART STRATA LOTS 1 TO 18**

**STRATA PLAN BCS**

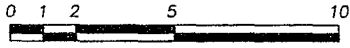


ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE INDICATED

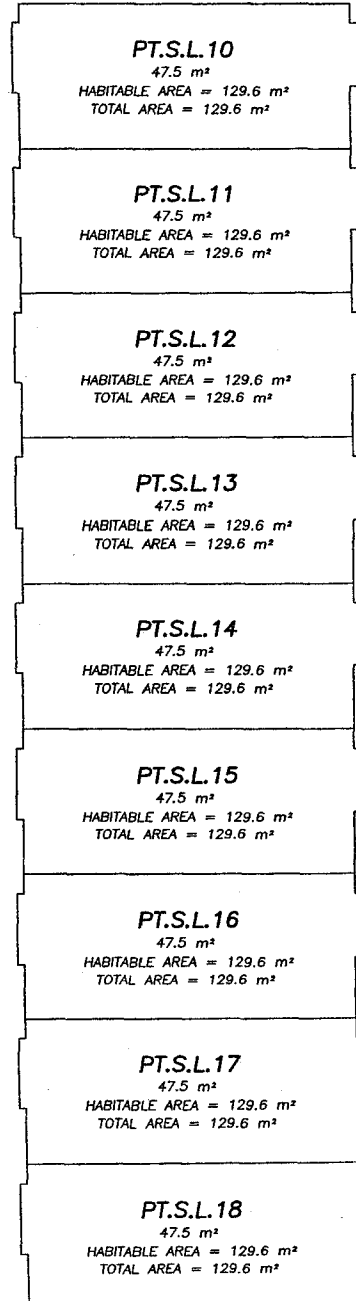
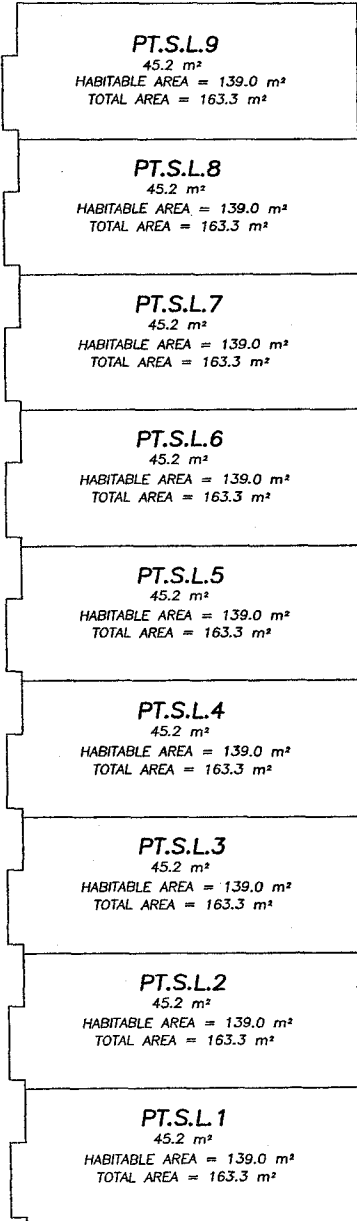
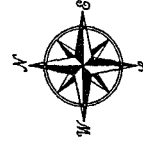


PT.S.L.9 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.9
PT.S.L.8 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.8
PT.S.L.7 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.7
PT.S.L.6 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.6
PT.S.L.5 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.5
PT.S.L.4 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.4
PT.S.L.3 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.3
PT.S.L.2 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.2
PT.S.L.1 44.5 m <sup>2</sup>	PATIO L.C.P. FOR S.L.1

PT.S.L.10 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.10
PT.S.L.11 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.11
PT.S.L.12 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.12
PT.S.L.13 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.13
PT.S.L.14 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.14
PT.S.L.15 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.15
PT.S.L.16 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.16
PT.S.L.17 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.17
PT.S.L.18 45.3 m <sup>2</sup>	PATIO L.C.P. FOR S.L.18

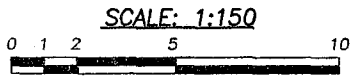
**SECOND LEVEL****PART STRATA LOTS 1 TO 18****STRATA PLAN BCS****SCALE: 1:150**

ALL DISTANCES ARE IN METRES AND DECIMALS  
THEREOF UNLESS OTHERWISE INDICATED

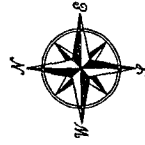


**THIRD LEVEL**  
**PART STRATA LOTS 1 TO 18**

**STRATA PLAN BCS**



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE INDICATED



PT.S.L.9 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.9
PT.S.L.8 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.8
PT.S.L.7 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.7
PT.S.L.6 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.6
PT.S.L.5 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.5
PT.S.L.4 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.4
PT.S.L.3 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.3
PT.S.L.2 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.2
PT.S.L.1 35.4 m <sup>2</sup>	DECK L.C.P. FOR S.L.1

DECK L.C.P. FOR S.L.10	PT.S.L.10 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.11	PT.S.L.11 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.12	PT.S.L.12 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.13	PT.S.L.13 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.14	PT.S.L.14 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.15	PT.S.L.15 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.16	PT.S.L.16 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.17	PT.S.L.17 36.8 m <sup>2</sup>
DECK L.C.P. FOR S.L.18	PT.S.L.18 36.8 m <sup>2</sup>

**EXHIBIT "B"****Summary of Unit Entitlement for Preliminary Strata Plan of  
2166 W. 8th Avenue, Vancouver, B.C.**

<b>S.L</b>	<b>SHEET NO.</b>	<b>HABITABLE AREA(M<sup>2</sup>)</b>	<b>UNIT ENTITLEMENT</b>
1	2,3,4,5	139.0	139
2	2,3,4,5	139.0	139
3	2,3,4,5	139.0	139
4	2,3,4,5	139.0	139
5	2,3,4,5	139.0	139
6	2,3,4,5	139.0	139
7	2,3,4,5	139.0	139
8	2,3,4,5	139.0	139
9	2,3,4,5	139.0	139
10	3,4,5	129.6	130
11	3,4,5	129.6	130
12	3,4,5	129.6	130
13	3,4,5	129.6	130
14	3,4,5	129.6	130
15	3,4,5	129.6	130
16	3,4,5	129.6	130
17	3,4,5	129.6	130
18	3,4,5	129.6	130
<b>Total</b>		<b>2417</b>	<b>2421</b>

Summary of Unit Entitlement for Preliminary Strata Plan of  
166 W. 8th Avenue, Vancouver, B.C.

PERCENTAGE
5.75%
5.75%
5.75%
5.75%
5.75%
5.75%
5.75%
5.75%
5.75%
5.75%
5.36%
5.36%
5.36%
5.36%
5.36%
5.36%
5.36%
5.36%
5.36%
100.00%

**EXHIBIT "C"**

**ESTIMATED BUDGET AND MONTHLY ASSESSMENTS**

**"Canvas"**

**2166 W. 8<sup>th</sup> Avenue, Vancouver, B.C.**

**Preliminary Operating Budget**

Individual Heat

**Revenue:**

Strata Fees	\$49,170.00
Interest	\$0.00
Fines	<u>\$0.00</u>

**Total Revenue:** \$49,170.00

**Operating Expenses**

Electricity	\$ 1,000.00
Insurance	\$ 7,000.00
Gas	\$ 8,000.00
Management Fee (\$600/m)	\$ 7,700.00
Garbage Removal	\$ 2,000.00
Garden and Yardworks	\$ 2,000.00
Miscellaneous Expense	\$ 1,000.00
Fire Safety System	\$ 2,500.00
Water & Sewer	\$ 4,000.00
Gutter/Window Cleaning	\$ 2,000.00
Building Envelope Consultant	\$ 4,500.00
Repair and Maintenance	<u>\$ 3,000.00</u>

**Total Operating Expenses:** \$44,700.00

Contingency Reserve Fund 10% \$ 4,470.00

**TOTAL EXPENSES:** \$49,170.00

Developer's Contribution to Contingency Reserve Fund:

$$5\% \times \$44,700.00 = \$2,235.00$$



## MONTHLY ASSESSMENTS

<u>Strata Lot</u>	<u>Unit Entitlement</u>	<u>Monthly Assessment</u>
1	139	\$235.26
2	139	\$235.26
3	139	\$235.26
4	139	\$235.26
5	139	\$235.26
6	139	\$235.26
7	139	\$235.26
8	139	\$235.26
9	139	\$235.26
10	130	\$220.02
11	130	\$220.02
12	130	\$220.02
13	130	\$220.02
14	130	\$220.02
15	130	\$220.02
16	130	\$220.02
17	130	\$220.02
18	130	\$220.02

**EXHIBIT "D"**

***Strata Property Act***

**FORM J**

**RENTAL DISCLOSURE STATEMENT**

*(Section 139)*

Re: Strata Plan BCS \_\_\_\_\_, being the proposed 18 Strata Lot subdivision of Lot 3 - 5 Block 324 District Lot 526 NWD Plan 590.

1. The development described above includes 18 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

*[Describe all strata lots rented out by owner developer as of the date of this statement.]*

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
NIL	N/A

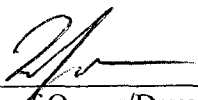
3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out 18 residential strata lots, as described below, until the date set out opposite each strata lot's description.

*[Describe all strata lots intended to be rented out by the owner developer.]*

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
1 through 18	May 1, 2023

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: November 7, 2006

  
\_\_\_\_\_  
Signature of Owner/Developer  
2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION  
by Thomas Lam

## **EXHIBIT "E"**

### **SUMMARY OF ENCUMBRANCES**

Easement and Indemnity Agreement in favour of the City of Vancouver No. 409131M concerning access over sidewalks

Mortgage and Assignment of Rents in favour Bancorp Income Mortgage Fund Ltd. and Bancorp Growth Mortgage Fund Ltd. under registration nos. BA203513 and BA203514

Mortgage and Assignment of Rents in favour Andrea Hannon, Robin Maggs, Angela Maggs, Carole Foley, Edwine Grose, Deborah Leslie, W.J.E. Consultants Ltd. and 0722051 BC Ltd.. under registration nos. BA203515 and BA203516

Mortgage and Assignment of Rents in favour Global Trade Resources Inc and Anna Choi under registration nos. BA203517 and BA203518

Priority Agreement under registration no. BA312830 granting BA203514 priority over BA203515 and BA203516V

Priority Agreement under registration no. BA541866 granting BA203513 priority over BA203517 and BA203518

Priority Agreement under registration no. BA541867 granting BA203514 priority over BA203517 and BA203518

**"CANVAS"**

**AMENDMENT TO DISCLOSURE STATEMENT**

2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION  
400 – 601 West Broadway  
Vancouver, B.C.  
V5Z 4C2

Phone: 604-614-2095

**REAL ESTATE BROKERAGE RETAINED BY THE DEVELOPER:**

Kenneth Lam  
c/o Royal Pacific Realty Corp.  
550 North Tower  
650 West 41<sup>st</sup> Avenue  
Vancouver, B.C.  
V5Z 2M9

Phone: 604-266-8989

**THIS AMENDMENT TO THE 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, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT AND MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS WITHOUT MISREPRESENTATION.**

This Amended Disclosure Statement dated November 22, 2006 amends the Disclosure Statement dated November 7, 2006.

## **RIGHT OF RECISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.**

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to**

- (a) the developer at the address shown on the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

**The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.**

*OFFERING MADE UNDER POLICY STATEMENT 5  
STRATA LOTS – DEVELOPMENT APPROVALS*

1. *The Real Estate Development Marketing Act states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the creation of the proposed strata lots has been approved by an approving officer, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.*
  
2. *The Superintendent has held in the past that evidence of approval of the creation of the proposed strata lots included the issuance of a building permit by the appropriate approving authority. Pursuant to Policy Statement 5, the Superintendent will accept for filing Disclosure Statements where the developer has been granted development approval prior to the issuance of a building permit, provided that:*
  - (a) *The estimated date, as disclosed in the Disclosure Statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;*
  
  - (b) *The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that set out the particulars of the issued building permit is filed with the Superintendent during that period;*
  
  - (c) *Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit, contains the following provisions:*
    - (i) *The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out the particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;*
  
    - (ii) *If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of the 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;*
  
    - (iii) *The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and*
  
    - (iv) *All deposits paid by the purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.*

*OFFERING MADE UNDER POLICY STATEMENT 6  
SALE OF STRATA LOTS PRIOR TO OBTAINING FINANCING*

1. *The Real Estate Development Marketing Act states that a developer may sell strata lots prior to the proposed strata plans being deposited in a Land Title Office if the creation of the proposed strata lots has been approved by an approving officer, all monies are held in trust, and a Disclosure Statement has been accepted and filed with the Superintendent.*

2. *The Superintendent has held in the past that evidence of approval of the creation of the proposed strata lots included obtaining satisfactory financing. Pursuant to Policy Statement 6, the Superintendent will accept for filing Disclosure Statements where the developer has yet to obtain any commitment as to financing,, provided that:*

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the Disclosure Statement, is 9 months or less from the date the developer filed the Disclosure Statement with the Superintendent;*
- (b) The Developer markets the proposed development units under the Disclosure Statement for a period of no more than 9 months from the date the Disclosure Statement was filed with the Superintendent, unless an amendment to the Disclosure Statement that set out the particulars of a satisfactory financing commitment is filed with the Superintendent during that period;*
- (c) Any purchase agreement used by the Developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment, contains the following provisions:*
  - (i) If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of the 12 month period until the required amendment is received by the purchase;;*
  - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and*
  - (iii) All deposits paid by the purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.*

## AMENDMENTS

1. The first, second and third paragraphs of Section 3.8 is deleted and replaced with the following:

### **“3.8 Parking Facilities**

The proposed Strata Plan will include **thirty one (31) regular** parking stalls (“Parking Stalls”) located within one-level underground parking facility to be constructed in the basement below the Development. There will also be one (1) handicap parking stall.

The Developer intends to designate as Limited Common Property one (1) Parking Stall for the exclusive use of the owners of each of the designated Strata Lots. Such designation will be made either on the final Strata Plan which will be filed at the Land Title Office or by way of amendment to the Strata Plan to designate Parking Stalls as Limited Common Property prior to the first annual general meeting of the Strata Corporation. In addition and at the sole discretion of the Developer, **thirteen (13)** additional Parking Stalls in the same underground parking facility may be available for purchase by the Strata Lot owners

The use of up to 13 Parking Stalls will be designated by the Developer in its sole discretion, and such uses may include parties other than the owners or occupants of the Strata Lots, and any consideration arising from such uses shall be for the sole benefit of the Developer.

2. The first paragraph of Section 7.1 is deleted and replaced with the following:

### **“7.1 Deposits**

All deposits and other monies received shall be held in trust by David Sky Law Corporation in accordance with the terms of the contract of purchase and sale and the *Real Estate Development Marketing Act* until such time as the Strata Plan has been deposited for registration in the appropriate Land Title Office, the Strata Lot purchased or leased is capable of being occupied and an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the Land Title Office, or the contract has been earlier terminated.”

3. Exhibit “F” is deleted and replaced with the attached Exhibit “A”.



**Signatures**

Deemed Reliance

**Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to received this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, 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 the Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defenses available under section 22 of the Real Estate Development Marketing Act.**

Declaration

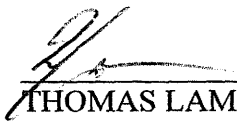
**The foregoing statements disclose, without any misrepresentation, all material facts relating the Development referred to above, as required by the Real Estate Marketing and Development Act of British Columbia as of November 22, 2006.**

**2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION**

Per:



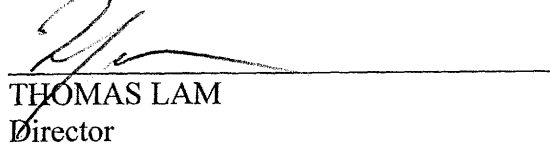
\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Authorized Signatory



\_\_\_\_\_  
THOMAS LAM  
Authorized Signatory



\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Director



\_\_\_\_\_  
THOMAS LAM  
Director

**SOLICITOR'S CERTIFICATE**

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND  
THE DISCLOSURE STATEMENT OF 2166 W. 8<sup>th</sup> DEVELOPMENT  
CORPORATION FOR THE PROPERTY DESCRIBED AS:

Parcel Identifier: 015-196-208  
Lot 3 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-224  
Lot 4 Block 324 District Lot 526 Plan 590

Parcel Identifier: 015-196-232  
Lot 5 Block 324 District Lot 526 Plan 590

I, DAVID F. SKY, Solicitor, a member of the Law Society of British Columbia, hereby certify that I have read the attached Amendment to the Disclosure Statement of 2166 W. 8<sup>th</sup> Development Corporation, dated November 22, 2006 relating to the proposed 18 strata lot development in respect of the above property and that the facts contained in Paragraphs 4.1, 4.2 and 4.3 in the Disclosure Statement are, except insofar as the same are proposals, correct.

DATED at Vancouver, British Columbia, this 22<sup>nd</sup> day of November, 2006.

  
\_\_\_\_\_  
DAVID F. SKY

**“CANVAS”**

**SECOND AMENDMENT TO DISCLOSURE STATEMENT**

2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION  
400 – 601 West Broadway  
Vancouver, B.C.  
V5Z 4C2

Phone: 604-614-2095

THE DEVELOPER HAS RETAINED OTEZS PROJECT MARKETING GROUP TO MARKET THE DEVELOPMENT. OTEZS PROJECT MARKETING GROUP IS NOT LICENSED UNDER THE *REAL ESTATE SERVICES ACT* AND IS NOT ACTING ON BEHALF OF THE PURCHASER

**THIS AMENDMENT TO THE 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, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT AND MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS WITHOUT MISREPRESENTATION.**

This Second Amended Disclosure Statement dated May 10, 2007 amends the First Amended Disclosure Statement dated November 22, 2006 and the Disclosure Statement dated November 7, 2006.

## **RIGHT OF RECISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.**

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to**

- (a) the developer at the address shown on the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

**The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.**

## AMENDMENTS

1. Section 1.3 is deleted and replaced with the following:

**“1.3 Registered and Records Office**

The Developer’s registered and records office (both mailing and delivery) is 1350 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8.”

2. Section 4.1 is deleted and replaced with the following:

**“4.1 Legal Description**

Parcel Identifier: 026-993-945  
Lot A District Lot 526 Group 1 New Westminster District Plan BCP28716”

3. Section 4.3(b) is deleted and replaced with the following:

**“4.3(b) Charges, Liens and Interests**

The following charges, liens and interests are currently registered against the title to the Property:

- (i) Easement and Indemnity Agreement No. 409131M
- (ii) Mortgage No. BA203517
- (iii) Assignment of Rents No. BA203518
- (iv) Mortgage No. BB480626
- (v) Assignment of Rents No. BB480627
- (vi) Mortgage No. BB480628
- (vii) Assignment of Rents No. BB480629
- (viii) Mortgage No. BB480630
- (ix) Assignment of Rents No. BB480631
- (x) Mortgage No. BB480632
- (xi) Priority Agreement No. BB480633 and BB480634
- (xii) Priority Agreement No. BB480635 and BB480636
- (xiii) Priority Agreement No. BB480637 and BB480638
- (xiv) Priority Agreement No. BB480639 and BB480640
- (xv) Priority Agreement No. BB480641 and BB480642
- (xvi) Priority Agreement No. BB480643
- (xvii) Priority Agreement No. BB480644 and BB480645
- (xviii) Priority Agreement No. BB480646 and BB480647
- (xix) Priority Agreement No. BB480648 and BB480649”

4. Exhibits “E” and “F” are deleted and replaced with the attached Exhibits “A” and “B”.

5. Section 5.1 is deleted and replaced with the following:

**“5.1 Construction Dates**

Construction of the Development commenced on April 1, 2007. The Developer estimates that construction of the Development will be completed by approximately June 30, 2008.”

6. Section 6.1 is deleted and replaced with the following:

**“6.1 Development Approval**

The Development has been approved by the City of Vancouver, which has issued Building Permit No. BU437407 on March 29, 2007.

7. Section 6.2 is deleted and replaced with the following:

**“6.2 Construction Financing**

The Developer has arranged construction financing through Carevest Capital Inc., Bancorp Growth Mortgage Fund Ltd., Andrea Hannon, Robin Maggs, Angela Maggs, Carole Jean Foley, Edwine Grose, W.J.E. Consultants Ltd., Global Trade Resources Inc. and Anna Choi more particularly described in Exhibit “A”.

Title to the Property and, once created, the Strata Lots and Common Property, will be subject to mortgages, assignment of rents and/or any other security reasonably required by the Lenders with respect to the Construction Financing (the “Construction Security”) until such time as the purchaser pays the purchase price in full to the Developer. The Developer will cause the Lenders to provide partial discharges of the Construction Security in respect of any Strata Lot within a reasonable period after completion of the purchase and sale thereof.”

**Signatures**

Deemed Reliance

**Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to received this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, 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 the Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defenses available under section 22 of the Real Estate Development Marketing Act.**

Declaration

**The foregoing statements disclose, without any misrepresentation, all material facts relating the Development referred to above, as required by the Real Estate Marketing and Development Act of British Columbia as of May 10, 2007.**

**2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION**

Per:



\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Authorized Signatory



\_\_\_\_\_  
THOMAS LAM  
Authorized Signatory



\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Director



\_\_\_\_\_  
THOMAS LAM  
Director

**SOLICITOR'S CERTIFICATE**

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND  
THE DISCLOSURE STATEMENT OF 2166 W. 8<sup>th</sup> DEVELOPMENT  
CORPORATION FOR THE PROPERTY DESCRIBED AS:

Parcel Identifier: 026-993-945

Lot A District Lot 526 Group 1 NWD Plan BCP28716

I, DAVID F. SKY, Solicitor, a member of the Law Society of British Columbia, hereby certify that I have read the attached Amendment to the Disclosure Statement of 2166 W. 8<sup>th</sup> Development Corporation, dated May 10, 2007 relating to the proposed 18 strata lot development in respect of the above property and that the facts contained in Paragraphs 4.1, 4.2 and 4.3 in the Disclosure Statement are, except insofar as the same are proposals, correct.

DATED at Vancouver, British Columbia, this 10<sup>th</sup> day of May, 2007.

  
\_\_\_\_\_  
DAVID F. SKY



## EXHIBIT "A"

### SUMMARY OF ENCUMBRANCES

Easement and Indemnity Agreement in favour of the City of Vancouver No. 409131M concerning access over sidewalks

Mortgage and Assignment of Rents in favour of Global Trade Resources Inc and Anna Choi under registration nos. BA203517 and BA203518

Mortgage and Assignment of Rents in favour of Carevest Capital Inc. under registration nos. BB480626 and BB480627.

Mortgage and Assignment of Rents in favour of Bancorp Growth Mortgage Fund Ltd. under registration nos. BB480628 and BB480629

Mortgage and Assignment of Rents in favour of Andrea Hannon, Robin Maggs, Angela Maggs, Carole Foley, Edwine Grose, and W.J.E. Consultants Ltd. under registration nos. BB480630 and BB480631.

Mortgage in favour of W.J.E. Consultants Ltd. under registration no. BB480632.

Priority Agreement under registration no. BB480633 granting BB480626 priority over BB480628

Priority Agreement under registration no. BB480634 granting BB480627 priority over BB480629

Priority Agreement under registration no. BB480635 granting BB480626 priority over BB480630

Priority Agreement under registration no. BB480636 granting BB480627 priority over BB480630

Priority Agreement under registration no. BB480637 granting BB480626 priority over BB480632

Priority Agreement under registration no. BB480638 granting BB480627 priority over BB480632

Priority Agreement under registration no. BB480639 granting BB480626 priority over BB203517 and BB203518

Priority Agreement under registration no. BB480640 granting BB480627 priority over BB203517 and BB203518

Priority Agreement under registration no. BB480641 granting BB480630 priority over BA203517 and BA203518

Priority Agreement under registration no. BB480642 granting BB480631 priority over BA203517 and BA203518

Priority Agreement under registration no. BB480643 granting BB480632 priority over BA203517 and BA203518

Priority Agreement under registration no. BB480644 granting BB480628 priority over BB480630 and BB480631

Priority Agreement under registration no. BB480645 granting BB480629 priority over BB480630 and BB480631

Priority Agreement under registration no. BB480646 granting BB480628 priority over BA203517 and BA203518

Priority Agreement under registration no. BB480647 granting BB480629 priority over BA203517 and BA203518

Priority Agreement under registration no. BB480648 granting BB480628 priority over BB480632

Priority Agreement under registration no. BB480649 granting BB480629 priority over BB480632

# “CANVAS”

## THIRD AMENDMENT TO DISCLOSURE STATEMENT

2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION  
400 – 601 West Broadway  
Vancouver, B.C.  
V5Z 4C2

Phone: 604-614-2095

THE DEVELOPER HAS RETAINED OTEZS PROJECT MARKETING GROUP TO MARKET THE DEVELOPMENT. OTEZS PROJECT MARKETING GROUP IS NOT LICENSED UNDER THE *REAL ESTATE SERVICES ACT* AND IS NOT ACTING ON BEHALF OF THE PURCHASER

**THIS AMENDMENT TO THE 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 AMENDED DISCLOSURE STATEMENT, OR WHETHER THE AMENDED DISCLOSURE STATEMENT 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.**

**THIS AMENDED DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 6 FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF \_\_\_\_\_ (PURCHASER'S NAME) WHO HAS CONFIRMED THAT FACT BY INITIALING IN THE SPACE PROVIDED HERE:**

\_\_\_\_\_

This Third Amended Disclosure Statement dated July 31, 2008 amends the Second Amended Disclosure Statement dated May 10, 2007, the First Amended Disclosure Statement dated November 22, 2006 and the Disclosure Statement dated November 7, 2006.

THE RIGHT TO RESCISSION INFORMATION SET OUT BELOW, IN RELATION TO SECTION 21 OF *THE REAL ESTATE DEVELOPMENT MARKETING ACT*, APPLIES **ONLY** TO NEW PURCHASERS WHO HAVE NOT PREVIOUSLY RECEIVED A DISCLOSURE STATEMENT IN RESPECT OF THIS DEVELOPMENT PROPERTY. PURCHASERS WHO HAVE PREVIOUSLY RECEIVED A DISCLOSURE STATEMENT IN RESPECT OF THIS DEVELOPMENT PROPERTY ACCRUED A RIGHT TO RESCIND AT THAT TIME AND, PURSUANT TO SECTION 21(1)(B) OF *THE REAL ESTATE DEVELOPMENT MARKETING ACT*, DO **NOT** HAVE A FURTHER RIGHT TO RESCIND. THIS NOTICE DOES NOT AFFECT ANY RIGHTS A PURCHASER MAY HAVE UNDER THE PURCHASER'S PURCHASE AGREEMENT OR AT COMMON LAW.

### **RIGHT OF RESCISSION**

**Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of the Disclosure Statement.**

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to**

- (a) the developer at the address shown on the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

**The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.**

## AMENDMENTS

1. Section 1 of the Disclosure Statement is amended by the addition of the following:

### “1.5 Directors’ Statement

To the best of the Developer’s knowledge:

- (a) Thomas Lam, a director of the Developer, is a systems analyst with over 10 years of experience in various projects and has not previously been involved in the real estate development industry.

Ardeshir Farshchian, a director of the Developer is a systems analyst with over 10 years of experience in various projects and has not previously been involved in the real estate development industry.

- (b) Neither the Developer nor any principal holder of the Developer, director or officer of the Developer or principal holder, within ten years before the date of the Developer’s Declaration attached to this Disclosure Statement, was subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (c) Neither the Developer nor any principal holder of the Developer, director or officer of the Developer or principal holder, within five years before the date of the Developer’s Declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) Neither the Developer nor any principal holder of the Developer, director or officer of the Developer or principal holder, within five years before the date of the Developer’s Declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (i) was subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion or management of real

estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or

- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.”

2. Section 1 of the Disclosure Statement is amended by the addition of the following:

**“1.6 Conflict of Interest**

There are no existing or potential conflicts of interest among the Developer, manager, directors, officers and principal holders of the Developer and manager, directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of Strata Lots in connection with the Development which could reasonably be expected to affect the purchaser’s decision.”

3. Section 3.5 of the Disclosure Statement is deleted and replaced with the following:

**“3.5 Common Property and Facilities**

There are no common facilities. Common property consists of the underground parking garage, a garbage area, electrical, mechanical and bike storage rooms, court yards, corridors, pathways and stairs.”

4. Section 3.7 of the Disclosure Statement is deleted and replaced with the following:

**“3.7 Bylaws**

The bylaws of the Strata Corporation will be the standard bylaws set out in the *Act* as amended by the Form Y Owner/Developer’s Notice of Different Bylaws attached as Exhibit “A” to this Third Amended Disclosure Statement.”

5. Section 3.8 of the Disclosure Statement and the First Amended Disclosure Statement are deleted and replaced with the following:

### **“3.8 Parking Facilities**

The Developer has entered into a lease for the Parking Stalls with a third party tenant (the “Parking Tenant”) pursuant to a lease agreement (the “Parking Lease”) attached as Exhibit “B” to this Third Amended Disclosure Statement. The Developer will cause the Parking Tenant to assign the right to use the Parking Stalls to the owners and occupants of the Strata Lots on the terms established from time to time by the Developer as set out in Exhibit “B”.

6. Section 7.2 of the Disclosure Statement and the First and Second Amended Disclosure Statements are amended by the addition of the following:

**“(a) Extension of Time/Termination of Contract of Purchase and Sale**

The notice of the Completion Date (as defined in the Contract of Purchase and Sale attached as Exhibit “B” to the Second Amended Disclosure Statement) delivered from the Developer as vendor (the “Vendor”) or the Vendor’s Solicitors to the Purchaser or the Purchaser’s Solicitors may be based on the Vendor’s estimate as to when the Strata Lot will be ready to be occupied. If the Strata Lot is not ready to be occupied on the Completion Date so established, then the Vendor may delay the Completion Date from time to time as required, by notice of such delay to the Purchaser or the Purchaser’s Solicitors. If the Completion Date has not occurred by April 1, 2009 (the “Outside Date”), then the Contract of Purchase and Sale will be terminated, the Deposit and interest thereon will be returned to the Purchaser and the parties will be released from all of their obligations thereunder, provided that:

- (i) if the Vendor is delayed from completing construction of the Strata Lot as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Outside Date will be extended for a period equivalent to such period of delay; and
- (ii) the Vendor may, at its option, exercisable by notice to the Purchaser, in addition to any extension pursuant to subsection (a) and whether or not any delay described in subsection (a) has occurred, elect to extend the Outside Date for up to 120 days.

The Vendor confirms that it currently estimates that the Completion Date will occur on or about June 30, 2008. The Purchaser acknowledges that this date has been provided by the Vendor as a matter of convenience only, is not meant to be legally binding upon the Vendor and that the actual Completion Date will be established in the manner set out above.

**(b) Assignment of Contract of Purchase and Sale**

The Purchaser may not assign his interest in the Strata Lot or in the Contract of Purchase and Sale without the written consent of the Vendor, such consent not to be unreasonably withheld and, unless the Vendor so consents, the Vendor will not be required to convey the Strata Lot to anyone other than the Purchaser named therein. The Vendor may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Purchaser's interest in the Strata Lot or in the Contract of Purchase and Sale and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Purchaser's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his obligations thereunder but will continue to remain liable to perform all obligations of the Purchaser under the Contract of Purchase and Sale. The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot or assignment of the Contract of Purchase and Sale by the Purchaser before the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld.

**(c) Interest on Deposit**

- i) The Deposit, or any portion thereof, received under the terms of the Contract of Purchase and Sale will be held by the Vendor's agent in accordance with the provisions of the *Real Estate Services Act*. Subject to subsections (iii) and (iv) below, interest on the Deposit shall accrue to the benefit of the Purchaser until that date which is no more than fourteen (14) days prior to the Adjustment Date (as defined in the Contract of Purchase and Sale), after which time any interest shall accrue to the benefit of the Vendor. Any interest, which accrues to the benefit of the Purchaser, shall be credited against the Purchase Price on the Statement of Adjustments;
- ii) If the Purchaser completes the purchase of the Strata Lot on the terms and conditions contained herein, then the Deposit, together with interest earned thereon, shall be applied to the Purchase Price and paid to the Vendor;
- iii) If the Purchaser fails to complete the purchase of the Strata Lot, then the Deposit and all accrued interest thereon will be absolutely forfeited to the Vendor; or



- iv) If the Vendor fails to complete the sale of the Strata Lot, then the Deposit (or that portion of the Deposit paid or due to be paid by the Purchaser under the terms of the Contract of Purchase and Sale) together with all interest thereon shall be paid to the Purchaser and the Purchaser shall have no further claims against the Vendor.

Notwithstanding the aforementioned, the Purchaser acknowledges and agrees that the licensee who, as stakeholder, holds the Deposit in trust is permitted to charge an administrative fee equal to the lesser of the interest accrued and earned on the Deposit and \$75.00 and that any payment made by the Purchaser that is returned for non-sufficient funds will be subject to a service charge of \$25.00 each.”

- 7. Section 7.4 of the Disclosure Statement is amended by the addition of the following:

**“Section 7.4 Other Material Facts**

The Developer has entered into an agreement with Shaw Cablesystems for the delivery of communications services to the Strata Lots and has granted Shaw Cablesystems the non exclusive right to access the Property by way of a statutory right of way to be registered against the title to the Strata Lots and the Common Property of the Strata Corporation.”

- 8. Section 7.7 of the Disclosure Statement (Developer’s Right to Cancel) is deleted.

**Signatures**

Deemed Reliance

**Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, 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 the Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defenses available under section 22 of the Real Estate Development Marketing Act.**

Declaration

**The foregoing statements disclose, without any 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 July \_\_\_\_, 2008.**

**2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION**

Per:

\_\_\_\_\_  
THOMAS LAM  
Authorized Signatory

\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Authorized Signatory

\_\_\_\_\_  
THOMAS LAM  
Director in his Personal Capacity

\_\_\_\_\_  
ARDESHIR FARSHCHIAN  
Director in his Personal Capacity

**SOLICITOR'S CERTIFICATE**

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* AND THE DISCLOSURE STATEMENT OF 2166 W. 8<sup>th</sup> DEVELOPMENT CORPORATION FOR THE PROPERTY DESCRIBED AS:

Parcel Identifier: 026-993-945  
Lot A District Lot 526 Group 1 NWD Plan BCP28716

I, DAVID F. SKY, Solicitor, a member of the Law Society of British Columbia, hereby certify that I have read the attached Amended Disclosure Statement of 2166 W. 8<sup>th</sup> Development Corporation dated July \_\_\_\_, 2008 relating to the proposed 18 strata lot development in respect of the above property and that the facts contained in sections 4.1, 4.2 and 4.3 in the Disclosure Statement and the Amended Disclosure Statements are, except insofar as the same are proposals, correct.

DATED at Vancouver, British Columbia, this \_\_\_\_ day of July, 2008.

---

DAVID F. SKY

**LIST OF EXHIBITS**

- Exhibit A - Form Y Owner/Developer's Notice of Different Bylaws
- Exhibit B - Parking Stall Lease

**EXHIBIT "A"**

FORM Y OWNER/DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

**EXHIBIT "B"**

**PARKING STALL LEASE**



BRITISH  
COLUMBIA

Number: BC0764848

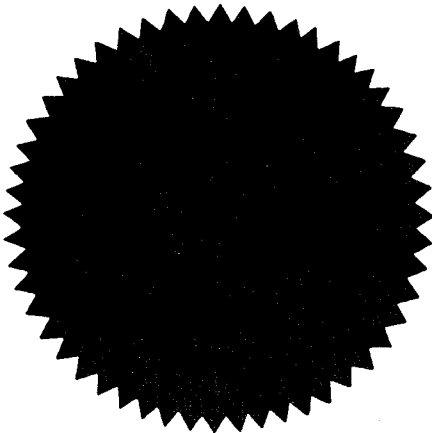
**CERTIFICATE  
OF  
INCORPORATION**

CERTIFIED A TRUE COPY  
THIS 8 DAY OF AUG 2006  
SOLICITOR FOR THE COMPANY

**David F. Sky**  
BARRISTER & SOLICITOR  
1700 - 808 Nelson Street  
Box 12148  
Vancouver, B.C. V6Z 2H2  
(604) 682-3338

*BUSINESS CORPORATIONS ACT*

I Hereby Certify that 2166 W. 8TH DEVELOPMENT CORPORATION was incorporated under the Business Corporations Act on July 31, 2006 at 09:48 AM Pacific Time.



*Issued under my hand at Victoria, British Columbia*

*On July 31, 2006*

**RON TOWNSHEND**  
*Registrar of Companies*  
Province of British Columbia  
Canada